

Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

Acton Town Hall

472 Main Street

Acton, Massachusetts, 01720

Telephone (978) 263-9611

achc@acton-ma.gov

TO: Acton Board of Appeals
FROM: Acton Community Housing Corporation
Nancy Tavernier, Chair
DATE: July 22, 2008
SUBJECT: Background material on Old High School Commons development

**A BRIEF HISTORY OF THE OLD HIGH SCHOOL COMMONS (TOWNE BUILDING)
AFFORDABLE HOUSING PROPOSAL**

To assist the members of the Zoning Board of Appeals with its consideration of the Comprehensive Permit application for the Old High School Commons development, the ACHC offers the following brief history of the site to put this request in context.

ACHC's involvement with the Towne School Building began shortly after the April 2001 Town Meeting when voters defeated a resolution put forth by the School Committee to demolish the Towne School as part of the construction for the Parker Damon elementary school. The School Committee proposed to use the land for educational purposes, presumably play space, and sought to transfer the building from the School Committee to the Town of Acton. Soon after this vote, the Town was informed by the School Superintendent that the schools wanted to reserve their option to reuse the building after some period of time and did not want to see the building and land sold by the Town. This action severely limited the reuse options for the building.

In May 2001, the ACHC was contacted by the Town Manager to determine whether an affordable housing option would be viable. In June 2001, Massachusetts Housing Partnership was contacted to provide technical assistance to the ACHC.

In June 2001, the School Committee commissioned a feasibility study for the Towne School property to determine what potential uses could be accommodated in the limited amount of space and land area within current zoning restrictions. The report showed limitations to any reuse other than educational, primarily due to parking requirements. This report became the basis of a comprehensive review of all potential options for the property with a committee chaired by Selectman Peter Ashton. Representatives from all the pertinent town boards were included on the committee.

After 6 months of exploring ideas and options, the Committee concluded that only the affordable housing option was feasible in light of the stipulation made to town meeting voters that no local tax dollars should be used to redevelop the property. In January 2002, the BOS voted to recommend the affordable housing reuse for the property and gave the ACHC the green light to proceed. Within a week of that decision, a citizens' petition was circulated for signatures calling for a Special Town Meeting to vote to demolish the Towne Building. The petition was filed and the Town Meeting was called by the BOS to take place within the Annual Town Meeting in April 2002.

The development of a conceptual plan for an affordable housing option had to be accelerated in order to present a cogent argument to the Town Meeting on the viability of the proposed reuse. MHP funded the feasibility study, which showed 18-20 units were feasible for a rental housing development.

In the time leading up to Town Meeting, there was much political activity both for and against the demolition. The Finance Committee voted unanimously to support the demolition of the building, the School Committee took no position and the BOS opposed the petition.

At the Town Meeting on April 2, 2002, 809 voters were in attendance. The petitioner presented her arguments in favor of demolition, Peter Ashton presented the BOS arguments against, and Nancy Tavernier presented the affordable housing option. After a couple of hours of excellent debate, the vote was taken. The petition to demolish the Towne Building was defeated by a vote of 342 YES to 467 NO. The vote required a 2/3's majority in favor.

The next hurdle was negotiating the land area surrounding the Towne Building between the School Committee and the Board of Selectmen. The School Committee finally agreed to the assignment of land large enough to hold only the required vehicle parking for the units. Included in the negotiations was access restrictions. Access is only permitted from Mass. Ave. and not from Charter Rd. The school parking areas were also excluded from use by the residents.

ACHC and MHP began to develop the RFP and a long term lease for the property in anticipation of the RFP going out in early 2003. The draft RFP and long term lease was submitted to the Town Manager in September 2002 and referred on to Town Counsel. The Board of Selectmen needed Town Meeting authorization for any lease period greater than 10 years, the Towne Building lease terms were proposed to be for 50 years. The Selectmen placed a warrant article on the October Special Town Meeting to seek voter support for a 50 year lease. The vote to authorize a long term lease had to be made via a Home Rule petition through the Legislature with a 2/3's town meeting vote which was easily made. The petition was approved by the Legislature and signed into law January, 2003.

In June 2003, the RFP was put out to bid. Two developers submitted proposals for the reuse of the Towne Building, both were experienced non-profit organizations in the business of creating affordable housing. They were Homeowners Rehab, Inc. and Women's Institute for Housing

and Economic Development. A selection committee was formed, the developers were interviewed in early September 2003, and the committee recommended Homeowners Rehab, Inc. of Cambridge to be the developer of the Towne Building.

Soon after the project was awarded, Acton was notified by MHP that another town had raised questions about private construction on their public property with the Attorney General and the project was put on hold by Town Counsel recommendation while this issue was reviewed at the state level. The problem with such developments being defined as public construction projects is that they then must adhere to all the public bid requirements, must pay prevailing wages, and must use a sub-bid system for every aspect of the construction. The Towne project was in a precarious position as the Town still owned the building and land and the lease was crafted to allow the Town to take it back after 50 years but the construction was to be done privately by a non-profit corporation. Adhering to public construction regulations is not something a non-profit developer would do because it increases the total project cost dramatically.

It took until December 2004 for DHCD and the Attorney General to work out guidelines for projects of this type and the Towne project once again was on the move. Unfortunately, the original developer HRI decided to withdraw from consideration. A new RFP and Lease was drawn up reflecting the required language to clarify the private/public relationship. That RFP was put out to bid in February 2006 and attracted two applicants. Peter Ashton chaired a Selection Committee and in April 2006 it chose Common Ground Development Inc based in Lowell. A year later the new 50 year lease was completed and signed by the Board of Selectmen.

Since Spring of 2007, Steve Joncas of Common Ground Development has been working with his engineers and architects to refine the design and with financial consultants who are putting together a financing package that includes a number of revenue sources. In the meantime, the Town continues to maintain the building with funds from the Municipal Properties' budget.

ACHC is pleased to have the developer enter the final permitting phase with the Town. We urge the ZBA to streamline the approval of this long awaited project.

WESTCOTT SITE SERVICES

60 Prospect Street, Suite One, Waltham MA 02453

voice 781-647-0062 fax 781-647-1341

westcottsite.com

Mr. Roland Bartl, AICP
Planning Director, Town of Acton
472 Main Street
Acton MA 01720

(via email)

Re: **Old High School Commons**
3 Charter Road
WSS #6342.00

Dear Mr. Bartl:

On behalf of my client, Common Ground Development Corporation, I thank you for forwarding the comments received to date on our submission. I would like to supply a written response to all those of an engineering nature. For brevity, I have not repeated the entire comment; but have repeated the subject matter for reference.

Water Supply District of Acton, comment letter dated July 29, 2008:

1. Regarding AWD Specifications:
 - a. Such a note will be added to the plans.
2. Regarding new 6" water service, and graphical symbols:
 - a. This information will be added to the plans.
3. Regarding existing water services:
 - a. The plans will be so noted.
4. Regarding Typical Water Gatebox:
 - a. The detail will be so modified.
5. Regarding As-Built Plans:
 - a. These plans will be provided.

Kim DelNigro comment memo dated July 14, 2008:

1. Regarding dumpster screening:
 - a. The dumpster will be screened by a wood stockade fence. We agree it would be desirable to add planting in addition to the fence, providing the space for such planting would eliminate a parking space, and there is no opportunity to gracefully replace it, given the site constraints.

2. Regarding a plan to repair signage:
 - a. We agree that the Historical Commission will be consulted to determine a plan to repair the old high school sign.

Engineering Department comment memo dated August 1, 2008:

Steve Joncas and I met with Mr. Cory of the Engineering Department on 8/5/08 and discussed these comments to the following conclusions:

1. Add roof drain drywell detail:
 - a. This detail will be added.
2. Eliminate conflicts with the birch trees:
 - a. The proposed roof drywell will be relocated to eliminate the potential for damage to the tree roots. The bench will not have a foundation, and should not pose a threat to the tree roots.
3. Sidewalk reconstruction detail:
 - a. This detail will be added.
4. Add MAAB note:
 - a. Such a note will be added.
5. Copy of Mass Highway Permit:
 - a. The Engineering Department now has a copy of the permit.
6. Project sign:
 - a. There is no exterior free-standing sign proposed.
7. Extent of removal of existing fences:
 - a. All existing fences will be removed. There will be a 3-rail wood fence around the entire site perimeter.
8. Replication of Existing benchmark:
 - a. The existing benchmark will be replaced by a Registered Land Surveyor, and the Engineering Department will be provided with the information.
9. Fire truck turning radius into the site:
 - a. Attached is a plan showing the SU-30 turning movement into the site. The fire truck can enter the site without crossing the Mass. Ave. centerline or riding over the curbs.
10. Ramp curb ends flush:
 - a. Such a note will be added to the curb ends.
11. Preserve existing survey stakes:
 - a. Such a note will be added to the plan.
12. Roof runoff chambers capacity for 10 year storm:

- a. This calculation will be provided.
- 13. 100 year storm description:
 - a. This narrative will be added to the drainage report.
- 14. Parking stall size:
 - a. At our meeting we understood Mr. Cory to be satisfied with the size as shown.
- 15. Gas line conflicts:
 - a. At our meeting we clarified that we expect the Gas Company to replace the entire service with new. Required re-routing has been shown on the plan.
- 16. Stonedust path:
 - a. The stonedust path will be HC accessible.
- 17. Curb reveal:
 - a. Curb reveal is 6". The detail will be so clarified.
- 18. 3" pavement thickness:
 - a. The detail will be so modified.
- 19. 6" stone under CB:
 - a. The detail will be so modified.
- 20. &
- 21. Groundwater elevation, and percolation tests:
 - a. At our meeting, we discussed the fact that as a rehabilitation project under the DEP Stormwater Regulations, we are expected to improve the existing conditions; but not necessarily meet all the conditions of new construction. The proposed stormwater design is clearly an improvement. We feel that the existing site constraints make the usefulness of the requested tests very limited, since there would be very little that could be done to expand the proposed underground recharge chambers. However, we understand the Town Engineer's concerns, and thus Common Ground Development is willing to commit to excavating the requested test pits and performing the percolation tests prior to the start of construction. We would present the results to the Engineering Department and, if the results were less favorable than assumed, agree upon whatever drainage modifications would be possible.
- 22. Mass Highway Standards:
 - a. Such a note will be added to the plans.
- 23. CB's to be flush when at binder elevation:
 - a. Such a note will be added to the plans.

24. Site Plan Special Permit Note:

- a. This note will be added to the plans.

25. Route 111 sight distance:

- a. At our meeting it was agreed that this was not necessary, since the Mass Highway curb cut has already been granted.

26. Zone labels:

- a. These will be added to the plan.

27. Unit street numbers:

- a. We understand the building and unit addresses will have to be determined through the Engineering Department, in consultation with Public Safety and the Post Office.

28. Recordable Plan:

- a. The Registry of Deeds recordable lot plan has not yet been created; but will be prior to construction.

29. Maneuvering aisle width:

- a. At our meeting we understood Mr. Cory to be satisfied with the size as shown.

30. Nearest fire hydrant:

- a. The nearest fire hydrant is shown on the Existing Conditions Plan to be at the site frontage.

31. Walking path detail:

- a. This detail will be added to the plan.

32. Label rectangles:

- a. The rectangles noted are proposed benches, as labeled on the sheet C-4 Legend.

Roland Bartl email questions of 8/4/08:

1. Light pole compliance with zoning section 10.6:

- a. It is the expectation that the proposed light fixture will meet all provisions of Section 10.6. However, the fixture has not yet been chosen, and thus a plot of its footcandle contours has not been prepared. Site constraints require the light be close to the eastern lease line, and it may not be possible to find a fixture that can meet the requirements of Section 10.6.2.c. (less than 0.8 fc at the street and less than 0.3 fc on an adjacent lots in Residential or Conservation use. Therefore, I recommend to my client that a waiver be requested from this zoning provision.

2. Sign to be relocated:

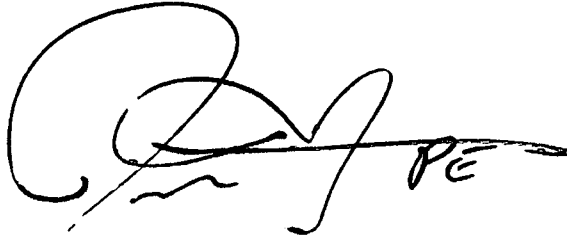
● **WESTCOTT SITE SERVICES**

August 6, 2008

- a. The sign shown to be relocated is a mile marker sign. It's relocation will be in accordance with Mass Highway requirements.

I have taken the liberty of copying Mr. York and Ms. Frazier directly.

Very truly yours

A handwritten signature in black ink, appearing to read 'R. Westcott P.E.', with a large, stylized initial 'R' and a horizontal line extending to the right.

Richard T. Westcott P.E., M.ASCE

Certified Title V Inspector

cc: Cory York, Cheryl Frazier (via email)

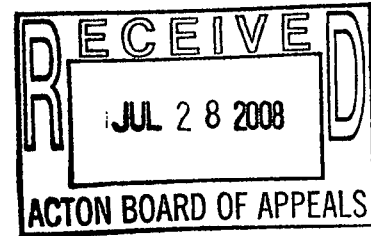
MEMORANDUM

TO: Steven Ledoux, Town Manager
Roland Bartl, Town Planner
Kristin Alexander, Assistant Planner

FROM: Stephen D. Anderson, Town Counsel

DATE: July 28, 2008

RE: Preliminary Comments on Common Ground Development Corporation's
Comprehensive Permit Application



I have received from Kristin Alexander a copy of the Application by Common Ground Development Corp., or its designee, for a Comprehensive Permit for 17 dwelling units, fourteen of which will be affordable, in the Town-owned former Towne School Building located at 3 Charter Road, Acton. I have the following initial questions and comments:

ZBA Public Hearings

For previous large or controversial 40B projects, the Town has asked that counsel attend the hearings. Given the nature of this project, do you want counsel from Anderson & Kreiger to attend the hearings on this project? I am away on August 7, but I can arrange for coverage by a qualified A&K attorney if you so request.

I note that there is an minor error on the Town's Comprehensive Permit Application Form. See Tab 1. The form indicates that the application is being made to the Planning Board; however, a Comprehensive Permit is under the jurisdiction of the Board of Appeals. The Town should correct the form for future applications.

Developer

At Tab 2, the Applicant includes a variety of information on the tax-exempt, non-profit corporation Common Ground Development Corporation ("CGDC"), the Tenant under the Lease with the Town.

However, the site eligibility letter dated April 17, 2008 from the Massachusetts Housing Partnership indicates that "the developer will be a single purpose, for-profit entity and will be subject to MHP's Limited Dividend policy (the project sponsor, Common Ground Development Corporation, is a non-profit organization)."

In light of the involvement of this anticipated "single purpose, for-profit entity," CGDC needs to clarify whether it intends to assign the Lease to this entity and, if so, how it will satisfy the requirements of Section 13.1 (page 27) of the Lease, which provides that "Tenant will not assign, transfer or otherwise dispose of this Lease or any interest in this Lease ... without the

prior written consent of the Town of Acton which consent shall not be unreasonable withheld, delayed or conditioned, provided such assignee or transferee shall (i) have a good reputation in the community, (ii) use and operate the Premises for the Permitted Uses, (iii) have substantial and successful experience in operating affordable rental housing facilities that are similar in size and nature to the Premises, and (iv) have a financial condition and creditworthiness reasonably adequate to enable such assignee or transferee to meet the obligation of the Tenant under this Lease for the remainder of the Term."

Subsidizing Agency and Affordability Requirements

- **MHP's Permanent Rental Financing Program**

The site eligibility letter indicates that the project appears eligible under the Massachusetts Housing Partnership's Permanent Rental Financing Program, provided that MHP's affordability requirements and limited dividend policy are met. These are as follows:

"During the original twenty (20) year term of MHP's loan, twenty-five percent (25%) of the units must be affordable to households earning up to eighty percent (80%) of the median area income. The affordability requirements will be documented through an affordable housing agreement that will be recorded prior to the mortgage and shall create covenants running with the Property for the term of the agreement for twenty (20) years.

The Borrower must comply with MHP's limited dividend policy throughout the affordability period."

- **Mass Development's Tax Regulatory Agreement**

CGDC has also included a Tax Regulatory Agreement from the Massachusetts Development Finance Agency which establishes different affordability requirements for a qualified residential rental project. This Tax Regulatory Agreement requires either 20% or 40% of the affordable units to be rented to lower income tenants whose adjusted family income does not exceed 50% or 60% of median income. The qualified project period is fifteen (15) years for substantial rehabilitation and thirty (30) years for new construction. The Tax Regulatory Agreement provides that the borrower must certify that "[i]n renting the residential units in the Project, the Company has not given preference to any particular group or class of persons (except for persons who qualify as Lower-Income Tenants)."

- **Other Subsidizing Programs**

CGDC also indicates at Tab 16 that the "major affordability housing subsidy programs that will be used to finance the development include the following:

- Low Income Housing Tax Credit (LIHTC)
- HOME Investment Partnership Program (HOME)
- Housing Stabilization Fund (HSF)
- Affordable Housing Trust Fund

- **Lease Requirements**

Article 9 of the Lease provides separate affordability commitments which differ in some respects from some of the program requirements described above (§ 9.3):

“From and after the Final Completion Date until the expiration or earlier termination of the Term of this Lease, Tenant covenants to operate multifamily housing on the Premises in accordance with the affordability commitments (the “**Affordability Commitments**”) set forth below; provided, however, that if these Affordability Commitments conflict with applicable requirements of the Internal Revenue Code or Rules or Regulation promulgated pursuant thereto or Legal Requirements, the Town of Acton and the Tenant agree to work in good faith to ensure that the Affordability Commitments are fulfilled to the maximum extent possible consistent therewith:

(a) No less than 40% of the residential rental units will be leased to Households with Aggregate Annual Income less than or equal to sixty percent (60%) of Median Income. (In the alternative, at the Tenant’s option based on the requirements of its Subsidizing Agency as required for the Chapter 40B comprehensive permit, and upon written notice to the Town of Acton, no less than 20% of the residential rental units will be leased to Households with Aggregate Annual Income less than or equal to fifty percent (50%) of Median Income.)...”

In addition, the Lease provides specific resident selection criteria, including a requirement that the resident selection criteria “[p]rovide for a preference for residents of the Town of Acton for at least 70% of the affordable housing units, to the extent allowed by Legal Requirements...”

CGDC needs to explain how the proposed affordability requirements under the subsidizing programs will conform to the requirements of the Lease, and *vice versa*. Without limitation, the affordability period under the subsidizing programs ends with the subsidy (e.g. at 15, 20 or 30 years), whereas the Lease requires the Affordability Commitments throughout the Lease Term. In addition, the Lease requires substantial local preference, which may or may not be consistent with the subsidizing programs’ requirements.

Project Schedule

The deadlines in the Lease would have resulted in the following project schedule:

Deadline	Action Item
October 1, 2007 (or earlier if construction loan closing date occurs earlier)	Commencement date
October 1, 2007	Initial Rent of \$27,500 due to the Town on the Commencement Date
December 18, 2007	Outside Construction Start Date

Deadline	Action Item
	(Tenant to commence work on Initial Improvements)
June 15, 2008	50% Completion
October 1, 2008	Annual base rent due (\$3,000)
December 18, 2008	Deadline for completion of Initial Improvements
January, 2009	First Certificate of Occupancy
March 18, 2009	Tenant to deliver as built plans with certified survey plan
October 1, 2009	Annual base rent due (\$3,000 with 2.5% increase) (Recurs annually)

The current Project Schedule (Tab 17) states the projected completion date as the fourth quarter of 2009. This schedule is not consistent with the current deadlines in the Lease. CGDC should indicate how it intends to address this discrepancy.

Project Plans

The Application includes a variety of project plans. As the project moves forward, CGDC needs to keep in mind the obligation to “submit to the Town of Acton Tenants’ Proposed Construction Drawings for the Initial Improvements” under Section 3.3 of the Lease. The Town has the right to comment on the proposed construction drawings to ensure that the Town “completes any initial improvements in a manner consistent with the public interest in the proper maintenance of the premises and with applicable health, safety and welfare regulations.” The construction drawings “shall be reasonably consistent with the conceptual plans submitted as part of tenants’ RFP response and with the Schematic Design Plans.” The Town should compare the current plans to Exhibit C to the Lease (the Schematic Design Plans) to ensure that the proposed improvements to the site are consistent with the expectations in Lease.

Rent

Under the Lease, the tenant must pay rent to the Town as follows:

- \$27,500 on the commencement date; and
- \$3,000 on the anniversary of the first day of the first full calendar month following the commencement date (escalated by 2.5% annually from and after the second anniversary).

Has CGDC paid the Town the initial rent payment of \$27,500?

Fee Waivers

At Tab 15, CGDC has requested a waiver from the following fees as they may be applicable to the project:

1. Zoning Board of Appeals Application Fee
2. Building Permit Fees
3. Water Connection Fees
4. Sewer Connection Fees
5. And such other Application/Permit/Connection fees as may be applicable.

Staff should calculate these fees so that the ZBA understands what it is being asked to waive.

In this context, the project will be connected to the Acton Water District's water supply and to the Town's sewer system. Article 5 of the Lease requires the Tenant to pay all Impositions and Utilities including water and sewer charges, license and permit fees, all other governmental charges of any kind and nature during the Term, all charges by any public authority for water and sewer, and all betterments, assessments, or fees or otherwise for water and sewer. So there can be no expectation under the Lease that these will be waived.

Use of Premises

The Lease requires that the Premises shall be "used exclusively for purposes of developing seventeen (17) residential units of mixed-income rental and affordable housing. . . .

At Tab 5, CGDC proposes a total of seventeen (17) rental units, including four (4) low-income rental assisted units, ten (10) low-income (below 60%) units, and three (3) market rate units.

Sources and Uses of Funds

At Tab 19, Section 3, line 86, CGDC indicates that it anticipates a grant from the Town of Acton Housing Gift Fund in the amount of \$150,000. The Town should confirm either that it has granted or anticipates granting this amount for the project.

Market Study

The Market Study is missing from Tab 20 of the application on the copy I was provided.

Project Team

The resume of Thomas Galligani is missing from Tab 21 of the copy I was provided.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #1.

Submitted in compliance with Section 3.1 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Application Form

COMPREHENSIVE PERMIT

APPLICATION FORM

Refer to the "Rules and Regulations for Comprehensive Permits" available from the office of the Board of Appeals for detailed permit filing requirements. Contact the Building Department at 264-9632 with any questions. Incomplete applications may be denied.

(Please type or print your application)

1. Street Address of Site: 3 Charter Road, Acton, MA 01720
Name of Proposed Development: Old High School Commons
2. Applicant's Name: Common Ground Development Corp., or its designee
Address: 167 Dutton Street, Lowell, MA 01852
Telephone: (978) 452-3956 Fax: (978) 452-3967 e-mail: s.joncas@att.net
3. Record Owner Name: Town of Acton (Dean Charter)
Address: Town Hall 472 Main St. Acton, MA 01720
Telephone: (978) 264-9629
4. Zoning District(s) of Parcel(s): R-2 Residential
Town Atlas Map(s)/ Parcel Number(s):
- 5 a) Total development site area: 1.23 a b) Number of dwelling units: 17
c) Number of affordable units: 14 d) Number of units accessible/: 17
e) Total open space area: Approx 1.0 a adaptable for persons w/ disabilities: 1
g) Total length of road(s): public: 0 ft private: 0 ft
i) Method of wastewater disposal: Municipal wastewater system

The undersigned hereby apply to the Planning Board for a Comprehensive Permit under M.G.L. c. 40B, §§ 20-23. The undersigned hereby certify that the information on this application and plans submitted herewith are correct, and that, to the best of his/her knowledge, the application complies with all applicable provisions of Law and Regulations.

Signed under the penalties of perjury in accordance with M.G.L. c. 268, § 1A.



Signature of Petitioner(s)

July 8, 2008

Date

Signature of Petitioner(s)

Date

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #2.

Submitted in compliance with Section 3.2 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Evidence of Compliance with Jurisdictional Prerequisites:
 - Common Ground Development Corp. Articles of Incorporation.
 - Certificate of Legal Existence.
 - Annual Report.
- Draft Regulatory Agreement.
- Site Eligibility Letter.
- Site Control – Recorded lease with Town of Acton.
- Attorney's title certificate revealing all title encumbrances relevant to the site.

Examiner

Name
Approved

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 180)

ARTICLE I

The exact name of the corporation is:

Common Ground Development Corporation

ARTICLE II

The purpose of the corporation is to engage in the following activities:

The Corporation is organized exclusively to .

(1) develop, own and operate affordable housing for low and moderate income persons and families in Lowell, Massachusetts and other communities in northeastern Massachusetts for the purpose of lessening the burdens of government to provide safe, decent and sanitary housing to persons unable to secure the same unaided by public and charitable private support, and also for the purpose of combatting community deterioration, eliminating prejudice and discrimination, and lessening neighborhood tensions, and

(2) engage in such related activities as are permitted of a nonprofit corporation organized under Massachusetts General Laws, Chapter 180 and exempt from federal income taxation under Internal Revenue Code Section 501(c)(3).

In furtherance of the foregoing, the Corporation shall acquire, own and operate such real property and do all things therewith that an owner might do, including without limitation financing, mortgaging, leasing and renovating the same.

C
P
M
R.A.

✓
✓
✓
✓

P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

The Corporation shall have a single class of members. Its sole member is Community Teamwork, Inc., a Massachusetts nonprofit corporation organized under Massachusetts General Laws, Chapter 180 and exempt from federal income taxation under Internal Revenue Code, Section 501(c)(3).

ARTICLE IV

"Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

The other lawful provisions for the conduct and regulation of the business and affairs of the Corporation, for its voluntary dissolution and for limiting, defining and regulating the powers of the Corporation, and of its directors and member, are set forth in this Article IV.

See continuation page

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

***If there are no provisions, state "None".*

Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

Articles of Organization
(General Laws, Chapter 180)

Common Ground Development Corporation

ARTICLE IV
continued

1. Powers. Subject always to all the limitations set forth in Article II and to any other limitations stated in these Articles of Organization, this Corporation shall have, and may exercise in furtherance of its corporate purposes:

- (a) all of the powers specified in Section 6 of Chapter 180 and Sections 9 and 9A of Chapter 156B of the Massachusetts General Laws, as amended from time to time, relevant to the purposes of the Corporation and consistent with its tax-exempt status under Section 501(c)(3) of the Internal Revenue (but not including those powers referred to in paragraph (m) of Section 9 which do not apply to charitable corporations), including the power
 - (i) to have perpetual succession in its corporate name;
 - (ii) to sue and be sued;
 - (iii) to have a corporate seal, which it may alter at pleasure;
 - (iv) to elect or appoint directors, officers, employees and other agents, to fix their compensation and define their duties and obligations, and to indemnify such corporate personnel;
 - (v) to purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, now or hereafter owned by the Corporation;
 - (vi) to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated;
 - (vii) to make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage, pledge or encumbrance of, or security interest in, all or any of its property or any interest therein, as required pursuant to holding title to its property; and
- (b) all other lawful powers necessary or convenient to effect any or all of the purposes for which the Corporation was formed;

provided, however, that no such power shall be exercised in a manner inconsistent with Chapter 180 or any other chapter of the Massachusetts General Laws or with the exemption from taxation under Section 501(c)(3) of the Internal Revenue Code.

2. By-Laws. The directors may make, amend or repeal the By-laws in whole or in part, except with respect to any provision thereof which by law or the By-laws requires action by the members.

3. Meetings. Meetings of the members of the Corporation may be held anywhere in the Commonwealth of Massachusetts.

4. Non-Discrimination. In administering its programs and activities, the Corporation shall not discriminate on the basis of sex, race, religion, national origin or other unlawful basis.

5. Elimination of Directors' Personal Liability. No officer or director shall be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that this provision shall not eliminate or limit the liability of an officer or director (a) for any breach of the officer or director's duty of loyalty to the Corporation or its members, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) for any transaction from which the officer or director derived an improper personal benefit. No amendment to or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any officer or director of the Corporation for or with respect to any acts or omissions of such officer or director occurring prior to the date of such amendment or repeal.

6. Indemnification. Directors, officers and other individuals acting for the Corporation shall be indemnified by the Corporation to the fullest extent permitted by law and as more completely stated in the Bylaws.

7. Tax Exempt Status. The Corporation is to be exempt from Federal income taxation as a title holding entity pursuant to Section 501(c)(3) of the Internal Revenue Code, and all purposes and powers herein shall be construed consistent with this intent.

8. No Private Inurement. The Corporation is organized for public benefit and no portion of the net income of any property it holds shall inure to the benefit of any person other than Community Teamwork, Inc., a Massachusetts nonprofit corporation. No part of the assets or net earnings of the Corporation shall inure to the benefit of, or be distributable to, any member, director or officer of the Corporation or any other private person, except that the Corporation may pay reasonable compensation for services rendered and make payments and distributions in furtherance of exempt purposes.

9. Distributions In Liquidation. In the event of any liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary or by operation of law), the property or assets of the Corporation remaining after providing for the payment of its debts and obligations shall be distributed to Community Teamwork, Inc., a Massachusetts nonprofit corporation (and otherwise to such other exempt organization so qualified under the Internal Revenue Code as the Directors may determine).

10. Dissolution. Except as may be otherwise required by law, the Corporation may at any time authorize a petition for its dissolution to be filed with the Supreme Judicial Court of the Commonwealth of Massachusetts pursuant to M.G.L. ch. 180, Section 11A by the affirmative vote of a majority of all the directors then in office.

11. Successor Laws. All references herein (a) to the Internal Revenue Code refer to the Internal Revenue Code of 1986 as now in force or as hereafter amended, or any successor statute and (b) to the General Laws of Massachusetts or any chapter thereof refer to said laws now in force or as hereafter amended.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation *in Massachusetts* is:

167 Dutton Street, Lowell MA 01852

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

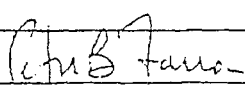
	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	James Canavan	147 Perham St, W Roxbury MA 02132	167 Dutton Street, Lowell MA 01852
Treasurer:	James L. Milinazzo	12 Carriage Drive, Lowell MA 01852	same
Clerk:	Jeff Arsenault	17 Thorndike Rd, Lowell MA 01852	same
Directors: (or officers having the powers of directors)	James Canavan	same as above	same as above
	James L. Milanazzo	same as above	same as above
	Jeff Arsenault	same as above	same as above

c. The fiscal year of the corporation shall end on the last day of the month of: June 30

d. The name and business address of the resident agent, if any, of the corporation is:

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 21st day of June, 19 2002.


Peter B. Farrow, Incorporator

NOTE: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.



799005

1095

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
(General Laws, Chapter 180)

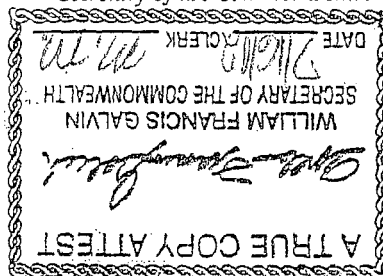
I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 35 having been paid, said articles are deemed to have been filed with me this 21st day of June 2002

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

Peter B. Farrow

69 Pleasant Street

Concord MA 01742

Telephone: 978 369 5450

Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512
Telephone: (617) 727-9640

FEE: \$15.00

M.G.L Ch.180
Corporation
Annual Report

ANNUAL REPORT

070022590

000 820034

FEDERAL IDENTIFICATION

NO. 03-0494844

Filing for November 1, 2007

In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. NAME: COMMON GROUND DEVELOPMENT CORPORATION

2. ADDRESS: 167 DUTTON STREET

LOWELL (city or town) MA (state) 01852 (ZIP)

3. DATE OF THE LAST ANNUAL MEETING: 11/20/2007

4. State the names and addresses of all officers, including all the directors of the corporation, and the date on which the term of office of each expires: (PLEASE TYPE OR PRINT).

5. If the corporation is a cemetery corporation, check if it holds perpetual care funds in trust. ☐ Attach a copy of the written instrument establishing the trust and any amendments thereto.

NAME OF OFFICE	NAME	ADDRESSES Number, Street, City or Town, State and ZIP Code	EXPIRATION OF TERM OF OFFICE
President:	KAREN FREDERICK	167 DUTTON STREET LOWELL, MA 01852	UNTIL
Treasurer:	DONALD WASHBURN	167 DUTTON STREET LOWELL, MA 01852	SUCCESSORS
Clerk: (or Secretary)	MARIE SWEENEY	167 DUTTON STREET LOWELL, MA 01852	ARE
Directors: (or Officers having the powers of Directors)	SEE ATTACHED LIST		DULY ELECTED

I, the undersigned Karen Frederick being the President of the above-named corporation, in compliance with General Laws, Chapter 180, hereby certify that the information above is true and correct as of the dates shown.

IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my name on this 15th day of November, 20 07.

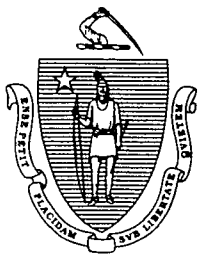
Signature: [Signature] Title: President

Contact Person: WILLIAM M. REIS Contact Person Telephone#: 978-459-0551

MA0013-001 10

COMMON GROUND DEVELOPMENT CORPORATION
ANNUAL REPORT ATTACHMENT
June 30, 2007

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>Expiration of Term</u>
Karen N. Frederick	President	167 Dutton Street Lowell, MA 01852	Until
William Martin	Vice President	167 Dutton Street Lowell, MA 01852	Successors
Donald R. Washburn	Treasurer	167 Dutton Street Lowell, MA 01852	Are
William Lipchitz	Assistant Treasurer	167 Dutton Street Lowell, MA 01852	Duly
Marie Sweeney	Clerk	167 Dutton Street Lowell, MA 01852	Elected
Elizabeth Ahern	Director	167 Dutton Street Lowell, MA 01852	
Pinkham Bouasri	Director	167 Dutton Street Lowell, MA 01852	
Glenn Goldman	Director	167 Dutton Street Lowell, MA 01852	
Robert Halpin	Director	167 Dutton Street Lowell, MA 01852	
Patricia Kirwin-Kielty	Director	167 Dutton Street Lowell, MA 01852	
Geraldine McNamara	Director	167 Dutton Street Lowell, MA 01852	
Christina Pude	Director	167 Dutton Street Lowell, MA 01852	
James Wilde	Director	167 Dutton Street Lowell, MA 01852	



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

April 1, 2008

TO WHOM IT MAY CONCERN:

I hereby certify that

COMMON GROUND DEVELOPMENT CORPORATION

appears by the records of this office to have been incorporated under the General Laws of this Commonwealth on **June 21, 2002 (Chapter 180)**.

I also certify that no amendments to the Articles of Organization have been filed here to date.

I further certify that so far as appears of record here, said corporation still has legal existence.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 30 2007**

COMMON GROUND DEVELOPMENT
CORPORATION
167 DUTTON ST
LOWELL, MA 01852-1803

Employer Identification Number:
03-0494844
DLN:
17053076713017
Contact Person:
APRIL D WILLIAMS ID# 31493
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
509(a)(2)

Dear Applicant:

Our letter dated February 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

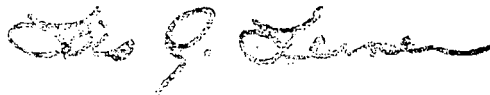
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

INTERNAL REVENUE SERVICE
P.O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

MAR 03 2004

Date:

COMMON GROUND DEVELOPMENT
CORPORATION
C/O JAMES L MILINAZZO
167 DUTTON ST
LOWELL, MA 01852

Employer Identification Number:

03-0494844

DLN:

103273068

Contact Person:

MACK WARREN

ID# 75894

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Foundation Status Classification:

509(a)(2)

Advance Ruling Period Begins:

June 21, 2002

Advance Ruling Period Ends:

December 31, 2006

Addendum Applies:

Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and

Letter 1045 (DO/CG)

MON GROUND DEVELOPMENT

contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as public charity for return filing purposes during your entire advance ruling

AMON GROUND DEVELOPMENT

period, you should file Form 990 for each year in your advance ruling period that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

COMMON GROUND DEVELOPMENT

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Lois Lerner

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

COMMON GROUND DEVELOPMENT

You have agreed that, if you enter into a partnership to utilize low-income housing tax credits or you use tax-exempt bond proceeds to finance future projects, you will notify the Service so that we can consider the effect on your tax-exempt status.

Form **872-C**

(Rev. September 1998)

Department of the Treasury
Internal Revenue Service**Consent Fixing Period of Limitation Upon
Assessment of Tax Under Section 4940 of the
Internal Revenue Code**

(See instructions on reverse side.)

OMB No 1545-0056

To be used with
Form 1023. Submit
in duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

Common Ground Development Corporation

.....
(Exact legal name of organization as shown in organizing document)
L.
c/o James Milinazzo, President, 167 Dutton Street, Lowell MA 01852
.....
(Number, street, city or town, state, and ZIP code)

} and the
District Director of
Internal Revenue, or
Assistant
Commissioner
(Employee Plans and
Exempt Organizations)

consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year December 31, 2002
(Month, day, and year)

Name of organization (as shown in organizing document)	Date
Common Ground Development Corporation	February 14, 2003
Officer or trustee having authority to sign	Type or print name and title
Signature <u>James L. Milinazzo</u>	James L. Milinazzo, President
For IRS use only	
District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)	Date
Lois G. Lerner <u>Lois Lerner</u>	3-3-04
By <u>TEGE Group Manager</u> <u>Ami Olson, Asst. Mgr.</u>	

For Paperwork Reduction Act Notice, see page 7 of the Form 1023 Instructions.

Cat No 15905G

Charitable Contributions - Substantiation and Disclosure Requirements

UNDER THE NEW LAW, CHARITIES WILL NEED TO PROVIDE NEW KINDS OF INFORMATION TO DONORS. Failure to do so may result in denial of deductions to donors and the imposition of penalties on charities.

Legislation signed into law by the President on August 10, 1993, contains a number of significant provisions affecting tax-exempt charitable organizations described in section 501 (c)(3) of the Internal Revenue Code. These provisions include: (1) new substantiation requirements for donors, and (2) new public disclosure requirements for charities (with potential penalties for failing to comply). Additionally, charities should note that donors could be penalized by loss of the deduction if they fail to substantiate. **THE SUBSTANTIATION AND DISCLOSURE PROVISIONS APPLY TO CONTRIBUTIONS MADE AFTER DECEMBER 31, 1993.**

Charities need to familiarize themselves with these tax law changes in order to bring themselves into compliance. This Publication alerts you to the new provisions affecting tax-exempt charitable organizations. Set forth below are brief descriptions of the new law's key provisions. The Internal Revenue Service plans to provide further guidance in the near future.

Donor's Substantiation Requirements

Documenting Certain Charitable Contributions. — Beginning January 1, 1994, no deduction will be allowed under section 170 of the Internal Revenue Code for any charitable contribution of \$250 or more unless the donor has contemporaneous written substantiation from the charity. In cases where the charity has provided goods or services to the donor in exchange for making the contribution, this contemporaneous written acknowledgement must include a good faith estimate of the value of such goods or services. Thus, taxpayers may no longer rely solely on a cancelled check to substantiate a cash contribution of \$250 or more.

The substantiation must be "contemporaneous." That is, it must be obtained by the donor no later than the date the donor actually files a return for the tax year in which the contribution was made. If the return is filed after the due date or extended due date, then the substantiation must have been obtained by the due date or extended due date.

The responsibility for obtaining this substantiation lies with the donor, who must request it from the charity. The charity is not required to record or report this information to the IRS on behalf of donors.

The legislation provides that substantiation will not be required if, in accordance with regulations prescribed by the Secretary, the charity reports directly to the IRS the information required to be provided in the written substantiation. At present, there are no regulations establishing procedures for direct reporting by charities to the IRS of charitable contributions made in 1994. Consequently, charities and donors should be prepared to provide/obtain the described substantiation for 1994 contributions of \$250 or more.

There is no prescribed format for the written acknowledgement. For example, letters, postcards or computer-generated forms may be acceptable. The acknowledgement does not have to include the donor's social security or tax identification number. It must, however, provide sufficient information to substantiate the amount of the deductible contribution. The acknowledgement should note the amount of any cash contribution. However, if the donation is in the form of property, then the acknowledgement must describe, but need not value, such property. Valuation of the donated property is the responsibility of the donor.

The written substantiation should also note whether the donee organization provided any goods or services in consideration, in whole or in part, for the contribution and, if so, must provide a description and good-faith estimate of the value of the goods or services. In the new law these are referred to as "quid pro quo contributions."

Please note that there is a new law requiring charities to furnish disclosure statements to donors for such quid pro quo donations in excess of \$75. This is addressed in the next section regarding Disclosure By Charity.

If the goods or services consist entirely of intangible religious benefits, the statement should indicate this, but the statement need not describe or provide an estimate of the value of these benefits. "Intangible religious benefits" are also discussed in the following section on Disclosure By Charity. If, on the other hand, the donor received nothing in return for the contribution, the written substantiation must so state.

The present law remains in effect that, generally, if the value of an item or group of like items exceeds \$5,000, the donor must obtain a qualified appraisal and submit an appraisal summary with the return claiming the deduction.

The organization may either provide separate statements for each contribution of \$250 or more from a taxpayer, or furnish periodic statements substantiating contributions of \$250 or more.

Separate payments are regarded as independent contributions and are not aggregated for purposes of measuring the \$250 threshold. However, the Service is authorized to establish anti-abuse rules to prevent avoidance of the substantiation requirement by taxpayers writing separate smaller checks on the same date.

If donations are made through payroll deductions, the deduction from each paycheck is regarded as a separate payment.

A charity that knowingly provides false written substantiation to a donor may be subject to the penalties for aiding and abetting an understatement of tax liability under section 6701 of the Code.

Disclosure by Charity of Receipt of Quid Pro Quo Contribution

Beginning January 1, 1994, under new section 6115 of the Internal Revenue Code, a charitable organization must provide a written disclosure statement to donors who make a payment, described as a "quid pro quo contribution," in excess of \$75. This requirement is separate from the written substantiation required for deductibility purposes as discussed above. While, in certain circumstances, an organization may be able to meet both requirements with the same written document, an organization must be careful to satisfy the section 6115 written disclosure statement requirement in a timely manner because of the penalties involved.

A quid pro quo contribution is a payment made partly as a contribution and partly for goods or services provided to the donor by the charity. An example of a quid pro quo contribution is where the donor gives a charity \$100 in consideration for a concert ticket valued at \$40. In this example, \$60 would be deductible. Because the donor's payment (quid pro quo contribution) exceeds \$75, the disclosure statement must be furnished, even though the deductible amount does not exceed \$75.

Separate payments of \$75 or less made at different times of the year for separate fund-raising events will not be aggregated for purposes of the \$75 threshold. However, the Service is authorized to develop anti-abuse rules to prevent avoidance of this disclosure requirement in situations such as the writing of multiple checks for the same transaction.

The required written disclosure statement must:

- (1) inform the donor that the amount of the contribution that is de-

ductible for federal income tax purposes is limited to the excess of any money (and the value of any property other than money) contributed by the donor over the value of goods or services provided by the charity, and

- (2) provide the donor with a good-faith estimate of the value of the goods or services that the donor received.

The charity must furnish the statement in connection with either the solicitation or the receipt of the quid pro quo contribution. If the disclosure statement is furnished in connection with a particular solicitation, it is not necessary for the organization to provide another statement when the associated contribution is actually received.

The disclosure must be in writing and must be made in a manner that is reasonably likely to come to the attention of the donor. For example, a disclosure in small print within a larger document might not meet this requirement.

In the following three circumstances, the disclosure statement is not required.

- (1) Where the only goods or services given to a donor meet the standards for "insubstantial value" set out in section 3.01, paragraph 2 of Rev. Ruc. 90-12, 1990-1 C.B. 471, as amplified by section 2.01 of Rev. Proc. 92-49, 1992-1 C.B. 987 (or any updates or revisions thereof);
- (2) Where there is no donative element involved in a particular transaction with a charity, such as in a typical museum gift shop sale.
- (3) Where there is only an intangible religious benefit provided to the donor. The intangible religious benefit must be provided to

the donor by an organization organized exclusively for religious purposes, and must be of a type that generally is not sold in a commercial transaction outside the donative context. An example of an intangible religious benefit would be admission to a religious ceremony. The exception also generally applies to de minimis tangible benefits, such as wine, provided in connection with a religious ceremony. The intangible religious benefit exception, however, does not apply to such items as payments for tuition for education leading to a recognized degree, or for travel services, or consumer goods.

A penalty is imposed on charities that do not meet the disclosure requirements. For failure to make the required disclosure in connection with a quid pro quo contribution of more than \$75, there is a penalty of \$10 per contribution, not to exceed \$5,000 per fundraising event or mailing. The charity may avoid the penalty if it can show that the failure was due to reasonable cause.

Please note that the prevailing basic rule allowing donor deductions only to the extent that the payment exceeds the fair market value of the goods or services received in return still applies generally to all quid pro quo contributions. The \$75 threshold pertains only to the obligation to disclose and the imposition of the \$10 per contribution penalty, not the rule on deductibility of the payment.



Department of the Treasury
Internal Revenue Service
Publication 1771 (11-93)
Catalog Number 20054Q

Internal Revenue Service
1111 Constitution Avenue, NW
Washington, D.C. 20224

Bulk Rate Postage and Fees Paid IRS Permit No. G-48
--

TAX REGULATORY AGREEMENT

By and Among

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

and

[INSERT NAME OF BORROWER]

and

[INSERT NAME OF TRUSTEE], as Trustee

\$ _____ Massachusetts Development Finance Agency
[Type] Bonds
([Project Name] Project)
Series _____

Dated as of _____

TABLE OF CONTENTS

SECTION 1.	Definitions
SECTION 2.	Rules of Construction
SECTION 3.	Project Construction
SECTION 4.	Rental Restrictions
SECTION 5.	Transfer Restriction: Covenants to Run With the Land
SECTION 6.	Indemnification of Issuer and Trustee
SECTION 7.	Reliance
SECTION 8.	Access to Development and to Books and Records
SECTION 9.	Term
SECTION 10.	Enforcement
SECTION 11.	Governing Law
SECTION 12.	Amendments
SECTION 13.	Notices
SECTION 14.	Severability
SECTION 15.	Multiple Counterparts
SECTION 16.	Limitation of Issuer Liability
SECTION 17.	Change in Use
SECTION 18	Monitoring Requirements
SECTION 19	Limited Dividend Requirement

TAX REGULATORY AGREEMENT

THIS TAX REGULATORY AGREEMENT ("Regulatory Agreement") is made and entered into as of _____, by and among MASSACHUSETTS DEVELOPMENT FINANCE AGENCY (the "Issuer"), a body politic and corporate organized and existing under the laws of The Commonwealth of Massachusetts (the "Commonwealth"), **[Insert name of Trustee]** (the "Trustee"), a _____, and **[Insert name of Borrower]**, a _____ (the "Company").

WITNESSETH:

WHEREAS, the Issuer is organized under Chapter 23G, as amended, of the General Laws of the Commonwealth (the "Act") and is empowered under the Act to enter into contracts with respect to the financing of projects (as defined in the Act), which promote industrial, commercial and other economic development and other public purposes of the Act; and

WHEREAS, the Issuer has issued \$ _____ in aggregate principal amount of its **[Type]** Bonds (**[Insert Project Name]** Project), Series _____ (the "**[Insert Year]** Bonds") for the purposes of financing a _____ unit rental housing development (the "Project") located on the **[property/properties]** described in Exhibit A hereto intended to qualify as a "qualified residential rental project" within the meaning of Sections 142(a)(7) and 142(d) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Issuer, the Trustee and the Company have entered into a Loan Agreement dated as of _____ (the "Agreement"), pursuant to which the Issuer will lend to the Company the proceeds of the **[Year]** Bonds, and the Company will agree, among other things, to make loan payments to the Issuer in amounts and at times sufficient, among other things, to pay when due the principal of and the redemption premium, if any, and interest on, the **[Year]** Bonds; and

WHEREAS, the Company has received a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals for the City/Town of _____ (the "Municipality") under Chapter 40B of the Massachusetts General Laws, which permit is recorded at the _____ County Registry of Deeds/Registry District of the Land Court (the "Registry") in Book _____ at Page _____ / as Document No. _____; and

WHEREAS, pursuant to the requirements of the Comprehensive Permit and this Regulatory Agreement, the Issuer, or its designated representative, will perform monitoring and enforcement services regarding compliance of the Project with the Affordability Requirement (as hereinafter defined) and compliance of the Company with the Limited Dividend Requirement (as hereinafter defined).

WHEREAS, the Borrower is a Limited Dividend Organization (as hereinafter defined); and

WHEREAS, the Agreement requires the execution and delivery of this Regulatory Agreement;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and intending to be legally bound, the Issuer, Trustee and Company do hereby contract and agree as follows:

SECTION 1. Definitions. In addition to terms defined elsewhere in this Regulatory Agreement, unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Regulatory Agreement:

“Actually Outstanding” shall mean, with respect to the **[Insert year]** Bonds, those **[Insert year]** Bonds the principal and interest on which has not yet been fully paid, whether or not such bonds are deemed to be outstanding under the indenture pursuant to which they were issued.

“Adjusted Family Income” shall mean the adjusted gross income of all persons who reside in a single residential rental unit, calculated in the manner prescribed in Section 142(d)(2)(B) of the Code, and determined in accordance with Exhibit B attached hereto.

“Affordable Units” shall mean those units in the Project set aside for occupancy by Lower Income Tenants which shall consist of ____ units, representing at least **[20%/40%]** of the units in the Project.

“Area” shall mean the Metropolitan Statistical Area in which the Project is located, as determined from time to time by the United States Department of Housing and Urban Development (“HUD”).

“Capital Source(s)” shall mean the financial entities, as lender(s) to or partner(s) of, the Owner, providing all or substantially all of the capital necessary to construct the Project, including, without limitation, any developer’s fee loaned or contributed to the Owner and equity from low income housing or historic rehabilitation tax credits.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and any final, temporary or proposed regulations applicable thereto or promulgated thereunder.

“Equity in the Project” shall mean the Owner’s initial equity, as determined in accordance with the Issuer’s equity policy (the “Equity Policy”) and, as certified to the Issuer in the Certified Development Cost Statement pursuant to Section 19 of this Agreement.

“Limited Dividend Organization” shall mean a corporation, partnership, limited liability company or other organization, other than a public agency, which by its

governing articles of organization, operating agreement or partnership agreement prohibits distribution with respect to any one year of operation of more than 10% on said entity's Equity in the Project.

"Lower-Income Tenants" shall mean and include individuals or families with Adjusted Family Income which does not exceed [**fifty percent (50%)/sixty percent (60%)**] of Median Income, adjusted for family size; provided that Adjusted Family Income shall be determined in a manner consistent with determinations of lower income families and area median gross income made under Section 8 of the United States Housing Act of 1937, as amended and the regulations promulgated thereunder. In no event, however, will the occupants of a unit be considered to be Lower-Income Tenants if all the occupants are full-time students (as defined in Section 151(c)(4) of the Code), no one of which is entitled to file a joint federal income tax return.

"Median Income" shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Lower-Income Tenant, the Median Income shall be adjusted for family size.

"Qualified Project Period" shall mean the period beginning on the first day on which at least ten percent (10%) of the residential units in the Project are first occupied, and ending on the latest of (i) the date which is [**substantial rehabilitation - fifteen (15)/new construction - thirty (30)**] years after the date on which at least fifty percent (50%) of the residential units in the Project are first occupied; (ii) the first day on which no [**Year**] Bonds are Actually Outstanding; and (iii) the date of which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates.

"Related Person" shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

SECTION 2. Rules of Construction. Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, the words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall

never be considered or given any effect in construing this Regulatory Agreement or any provision hereof or in ascertaining intent, if any question of intent shall arise.

Terms and phrases used in this Regulatory Agreement and not defined herein shall have the meanings assigned to those terms in the Agreement.

SECTION 3. Project Restrictions. The Company represents, warrants and agrees that, until the expiration of the Qualified Project Period:

- (a) At no time will either the Company or any Related Person occupy a unit in the Project other than units occupied or to be occupied by agents, employees or representatives of the Company reasonably required for the proper maintenance or management of the Project, and any building or structure containing a unit so occupied will contain at least four units not occupied by the Company or any Related Party;
- (b) The Project shall consist of a building or structure or proximate buildings or structures, (i) each containing one or more similarly constructed residential units which are to be used on other than a transient basis and any facilities which are functionally related and subordinate to such units within the meaning of Sections 142(a)(7) and 142(d) of the Code, and (ii) each unit of which is to be rented or available for rental (except as permitted to be occupied by Company agents, employees or representatives in (a) above) on a continuous basis to members of the general public in accordance with the requirements of Sections 142(a)(7) and 142(d) of the Code;
- (c) The Project shall consist of proximate buildings or structures (buildings or structures are proximate if they are all located on a single parcel of land or several parcels of land which are contiguous except for the interposition of a road, street, stream or similar property) owned for federal income tax purposes by the same person being financed pursuant to a common plan;
- (d) Each dwelling unit in the Project shall consist of separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family; and
- (e) Affordable Units will be substantially similar to all other units in the Project, and Lower-Income Tenants will enjoy equal access to all common facilities included in the Project.

SECTION 4. Rental Restrictions. The Issuer and Company hereby declare their understanding and intent that the Project be a “qualified residential rental project” as described in Sections 142(a)(7) and 142(d) of the Code and agree that:

- (a) Promptly after the first date on which 50% or more of the units in the Project are occupied, the Company shall prepare and execute a Certificate As To Qualified Project Period substantially in the form of Exhibit C attached hereto, and the Company shall cause such Certificate to be duly recorded in the Registry and shall provide a date-stamped copy of such recorded Certificate to the Issuer immediately thereafter.
- (b) Once each unit in the Project is available for occupancy, such unit will be rented or available for rental to the general public on a continuous basis during the Qualified Project Period and that during such Qualified Project Period:
 - (i) the Company will rent the Affordable Units to Lower-Income Tenants such that, at all times during the respective Qualified Project Period, at least **[twenty percent (20%)/forty percent (40%)]** of the completed residential units will be occupied by Lower-Income Tenants (the "Affordability Requirement") and the Issuer elects to apply the requirements of Section 142(d)(1)(A) of the Code to determine the status of the Project as a "qualified residential rental project" within the meaning of Section 142(d) of the Code;

The monthly rent charged to tenants of Affordable Units shall not exceed the lesser of:

- (1) The fair market rent for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 C.F.R. §888.111 (or successor regulations), less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant; or
- (2) An amount equal to thirty percent (30%) of the monthly annual income of a Family whose gross income equals **[fifty percent (50%)/sixty percent (60%)]** of the Median Income, as determined by HUD, with adjustment for the number of bedrooms in the unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause (2), the Company shall subtract from the above amount an allowance for any utilities and services (excluding telephone) to be paid by the resident.

A "Family" is defined in 24 C.F.R. §5.403 (or any successor regulations).

Notwithstanding the foregoing, if (i) a tenant of an Affordable Unit is a holder of a rental voucher or certificate under the so-called Section 8 program or an equivalent federal or state rental assistance voucher program (each a "voucher program") and the Family pays a contribution towards rent of not more than thirty percent (30%) of such Family's monthly annual income, then the maximum monthly rent (i.e., tenant contribution plus voucher or certificate rental subsidy) may equal the rent allowable under the applicable voucher program and (ii) an Affordable Unit receives federal or state project-based rental subsidy and the Family occupying such Affordable Unit pays a contribution towards rent of not more than thirty percent (30%) of such Family's monthly annual income, then the maximum monthly rent (i.e., tenant contribution plus project-based rental subsidy) may equal the rent allowable under the applicable project-based rental subsidy program. The maximum monthly contribution that may be paid by a Family under this paragraph shall subtract a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

- (ii) the Company shall comply with all applicable federal, state and local laws, regulations, rules and ordinances prohibiting discrimination in the rental of residential property;
 - (iii) the Company shall submit to the Secretary of the United States Department of the Treasury (at such time and in such manner as the Secretary shall prescribe) an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code, and the Company acknowledges that failure to do so will subject the Company to penalties under Section 6652(j) of the Code; and
 - (iv) the Company shall prepare and submit to the Issuer and the Trustee on or before the first day of January, April, July and October of each year during the Qualified Project Period and within 30 days after any change (but only if material to the Company's continuing compliance with this Regulatory Agreement) in occupancy of a residential unit by a Lower-Income Tenant, a Certificate of Continuing Compliance in substantially the form attached hereto as Exhibit D.
- (c) The Company shall lease or enter into residency agreements for the occupancy of residential units in the Project to Lower-Income Tenants only pursuant to written leases or residency agreements, and each such lease or residency agreement shall be for a term of at least one year plus one day (or the remainder of the tenant's life, if less) in compliance with

the requirements of the Act and shall contain a clause or addendum in substantially the form of Exhibit E attached hereto. The Company shall, upon initial occupancy and annually thereafter, obtain from each Lower-Income Tenant an Income Computation and Certification substantially in the form of Exhibit B hereto and shall obtain and maintain on file from each Lower-Income Tenant evidence reasonably sufficient to verify the Lower-Income Tenant's income and assets, including as may be necessary (i) a copy of such Lower-Income Tenant's most recently filed Federal income tax return, (ii) a verification from the Lower-Income Tenant's employer, if any, of the Lower-Income Tenant's wages and other compensation, and (iii) verification of other sources of income, if any.

- d) For purposes of this Regulatory Agreement, each residential unit in the Project leased to or occupied by Lower-Income Tenants shall be treated as continuing to be leased to or occupied by Lower-Income Tenants, notwithstanding that the Adjusted Family Income of such Lower-Income Tenants, as of any subsequent determination date, may exceed the applicable limitation; provided however that such residential unit shall no longer be considered leased to or occupied by Lower-Income Tenants if the Adjusted Family Income of such tenants exceeds 140% of the applicable limitation and after such determination, but before the next determination, any residential unit of comparable or smaller size in the Project is occupied by new residents who are not Lower-Income Tenants. In addition, each residential unit in the Project which is leased to or occupied by Lower-Income Tenants shall continue to be considered leased to or occupied by Lower-Income Tenants after such residential unit is vacated by such Lower-Income Tenants until such time as such residential unit is reoccupied, other than for a temporary period not in excess of 31 days, at which time a redetermination of whether the residential unit is occupied by Lower-Income Tenants shall be made.
- (e) The Company hereby agrees that the Issuer shall not be liable for any losses, damages, costs, expenses or claims whatsoever arising from receipt of review by it (or by any person or entity acting on its behalf) of any certificates or reports as to compliance with the requirements of this Regulatory Agreement. The Company further agrees that the Issuer (or any person or entity acting on its behalf) shall not be obligated to review any such report or certificate, or to take any action as a result thereof, but without prejudice to the right of the Issuer to exercise its rights and remedies hereunder if any such report or certificate discloses non-compliance with the requirements hereof, or if the Issuer otherwise discovers such non-compliance. If the Issuer becomes aware of non-compliance by the Company with the requirements hereof, the Issuer shall promptly give written notice thereof to the Company and the Trustee.

SECTION 5. Transfer Restrictions: Covenants to Run With the Land.

- a) The Company covenants and agrees that the Company will cause or require as a condition precedent to any conveyance, transfer, assignment or any other disposition of the Project prior to the expiration of the Qualified Project Period (a "Transfer") that the transferee of that portion assume in writing, in a form acceptable to the Issuer, all duties and obligations of the Company under this Agreement, including this Section 5 in the event of a subsequent Transfer before the expiration of the applicable Qualified Project Period. The Company shall deliver such written assumption agreement to the Issuer and the Trustee before the Transfer. Any conveyance, transfer or assignment by the Company of the Project not complying with this Section shall be null, void and without effect.
- (b) The Company shall cause this Regulatory Agreement to be recorded with the Registry and the covenants contained herein shall run with the land and shall bind the Company and its successors and assigns and all subsequent owners of any part of the Project or any interest therein, and the benefits shall inure to the Issuer and its successors and assigns, during the Qualified Project Period.

SECTION 6. Indemnification of Issuer and Trustee. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless the Issuer and the Trustee and their officers, directors, employees and agents, from and against (a) any and all claims arising from any cause whatsoever in connection with this Regulatory Agreement; (b) any and all claims arising from any act or omission of the Company or any of its agents, servants, employees, or licensees in connection with this Regulatory Agreement; and (c) all costs, reasonable counsel fees, expenses, and liabilities incurred in connection with any such claim or proceeding brought with respect to any thereof. The indemnity provided for in this Section shall not limit any other indemnity given under the Agreement or any other document. If any action or proceeding is brought against the Issuer or the Trustee, as the case may be, or any of their respective officers, directors, officials or employees, with respect to which indemnity may be sought hereunder, the Company, upon notice thereof shall assume the investigation and defense thereof, including the employment of counsel acceptable to the Issuer or the Trustee, as the case may be, and shall be responsible for the payment of all expenses related thereto. The indemnified party shall have the right to employ separate counsel in any such action or proceeding and to participation in the defense thereof, and the Company shall be required to pay the fees and expenses of such separate counsel.

SECTION 7. Reliance. In performing their duties and obligations hereunder, the Issuer and the Trustee may conclusively rely upon statements and certificates of the Company or Lower-Income Tenants believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Company pertaining to occupancy of the Project. In addition, the Issuer and the Trustee may consult with counsel of their selection, respectively, and the opinion of such counsel shall

be full and complete authorization and protection in respect of any action taken or suffered by the Issuer or the Trustee hereunder in good faith and in conformity with the opinion of such counsel.

SECTION 8. Access to Development and to Books and Records. The Company will, upon reasonable request, permit the Issuer and the Trustee to have access to, and to inspect and copy, the Company's books and records with respect to the Project and to have access to the Project during normal business hours. Such rights may be exercised by a representative, employee or agent of, or counsel to, the party making the request.

SECTION 9. Term. The terms and provisions of this Regulatory Agreement shall become effective upon its execution and delivery. Except as otherwise provided in this Section, this Regulatory Agreement shall remain in full force and effect until the end of the Qualified Project Period. It is expressly agreed and understood that certain provisions hereof are intended to survive the payment of the [Year] Bonds. The foregoing notwithstanding, this Regulatory Agreement and all restrictions hereunder shall terminate: (A) if there is delivered to the Issuer, the Company and the Trustee an opinion of nationally recognized bond or tax counsel acceptable to the Issuer to the effect that failure to comply with this Regulatory Agreement will not cause interest on the [Year] Bonds to become includable in the gross income of the holders thereof for Federal income tax purposes, or (B) in the event of an involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, condemnation or similar event, or a change in a federal law or an action of a federal agency after the date of issuance of the [Year] Bonds that prevents the Issuer from enforcing the terms of this Regulatory Agreement, but only if, within a reasonable period, either the [Year] Bonds are repaid or amounts received as a consequence of such event are used to provide a residential rental project that meets the terms of this Regulatory Agreement. Notwithstanding the foregoing, such requirements shall continue to apply to the Project subsequent to a foreclosure, transfer of title by deed in lieu of foreclosure or similar event if, at any time subsequent to such event, the obligor on the purpose investment (as defined in Section 1.148-l(b) of the Treasury Regulations) or a Related Person obtains an ownership interest in the Project or any part thereof for Federal tax purposes.

SECTION 10. Enforcement.

- (a) Upon discovery by or notification to the Issuer or the Trustee of any default in the performance or observance of any covenant, agreement or obligation of the Company set forth in this Regulatory Agreement, the Issuer or the Trustee shall promptly notify the Company in writing of the existence and nature of such default. If the Company defaults in the performance or observance of any covenant, agreement or obligation of the Company set forth in this Regulatory Agreement, and if such default remains uncured for a period of sixty (60) days after notice thereof shall have been given by the Issuer or the Trustee to the Company, with a copy of such notice to the others, then the Issuer or the Trustee may declare that

the Company is in default hereunder and may take any one or more of the following steps, at its option:

- (i) by mandamus or other suit, action or proceeding at law or in equity, require the Company to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer or the Trustee hereunder;
- (ii) have access to and inspect, examine and make copies of all of the books and records of the Company pertaining to the Project;
- (iii) take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and agreements of the Company hereunder; or
- (iv) to recover any monetary damages suffered by the Issuer, the Trustee, or the owners from time to time of the 1999 Bonds as a consequence of any event of default;

provided that in the case of a default that is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 60-day period, and if the Company commences the same within such 60-day period and thereafter diligently and continuously prosecutes the same to completion the time within which the Company may cure shall be extended for such period as may be reasonably necessary in the Issuer's or the Trustee's discretion to cure the same with due diligence (but in no event more than 90 days).

- (b) The Company hereby acknowledges and agrees that money damages will not be an adequate remedy at law for a default by the Company arising from a default hereunder, and therefore the Company agrees that the remedy of specific performance shall be available to the Issuer or the Trustee in any such case, but without prejudice to the availability of monetary damage remedies.
- (c) The Trustee shall have the right, but not the obligation, in accordance with this Section and the provisions of the Trust Agreement, without the consent or approval of the Issuer, to exercise any or all of the Issuer's rights or remedies hereunder, and the Issuer hereby irrevocably appoints the Trustee attorney-in- fact for the purpose of enforcement of this Regulatory Agreement. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. The Company

agrees to pay, indemnify and hold the Issuer and the Trustee harmless from any and all costs, expenses and fees, including all reasonable attorneys' fees and expenses that may be incurred by the Issuer and the Trustee in enforcing or attempting to enforce this Regulatory Agreement following any default herein on the part of the Company, whether the same shall be enforced by suit or otherwise, and the reasonable fees and expenses of counsel in connection with any opinion to be rendered hereunder.

- (d) No remedy conferred herein or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.
- (e) If the Issuer or Trustee has instituted any proceeding to enforce any right or remedy under this Regulatory Agreement and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Issuer, then and in every such case the Company, the Issuer and the Trustee shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Issuer and the Trustee shall continue as though no such proceedings has been instituted.
- (f) No delay or omission of the Issuer or the Trustee to exercise any right or remedy provided hereunder upon a default (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such event of default or acquiescence therein. Every right and remedy given by this Section 10 or by law to the Issuer or the Trustee may be exercised from time to time, and as often as may be deemed expedient by the Issuer or the Trustee, as the case may be.
- (g) If any default, violation or breach by the Company under this Regulatory Agreement is not cured to the satisfaction of the Issuer within thirty (30) days after notice to the Company thereof, then the Issuer may send notification to the Company that it is in violation of the terms and conditions of this Regulatory Agreement. The Issuer may exercise any remedy available to it. The Company shall pay all costs and expenses, including reasonable legal fees, incurred by Issuer in enforcing this Agreement, and, in the event of any action by the Issuer against the Company, the Issuer shall be entitled to seek an attachment against the Company's property including, without limitation, its interest in the Project. The Issuer may perfect a lien on the Project by recording/filing one or more certificates setting forth the amount of the costs and expenses due and owing in the Registry. A purchaser of the Project or any portion of it shall be liable for the payment of any unpaid costs and expenses

which were the subject of a recorded/filed certificate prior to the purchaser's acquisition of the Project or portion thereof.

SECTION 11. Governing Law. This Regulatory Agreement shall be governed by the internal laws of The Commonwealth of Massachusetts except to the extent that laws of the United States of America may prevail.

SECTION 12. Amendments. This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto, and only upon receipt of an opinion of nationally recognized bond or tax counsel acceptable to the Issuer that such amendment or revision will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the [Year] Bonds.

SECTION 13. Notices. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

If to the Issuer:

Massachusetts Development Finance Agency
75 Federal Street
Boston, MA 02110
Attention: General Counsel

If to the Company:

with a copy to:

If to the Trustee:

SECTION 14. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

SECTION 15. Multiple Counterparts. This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

SECTION 16. Limitation of Issuer Liability. It is understood and agreed by the Company that no covenant of the Issuer herein shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers. It is further understood and agreed that no covenant or agreement of any member of the Issuer, or any officer, agent, employee or representative of the Issuer or the Trustee, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution hereof, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

SECTION 17. Change in Use. The Company understands and acknowledges that Section 150(b)(2) of the Code provides that if the requirements for a “qualified residential rental project” are not met under Section 142(d) of the Code with respect to the Project, no deduction shall be allowed for interest paid on the [Year] Bonds which accrues during the period beginning on the first day of the taxable year in which the Project fails to meet such requirements and ending on the date the Project meets the requirements.

SECTION 18. Monitoring Requirements. The Issuer may, from time to time, engage the service of a third party monitoring agent for purposes of monitoring the Company's performance under this Agreement with respect to the Affordability Requirement and the Limited Dividend Requirement. In such event, such monitoring agent shall have authority to act in all matters relating to the Affordability Requirement and Limited Dividend Requirement pursuant this Agreement. In the event the Issuer engages the service of a monitoring agent, such monitoring agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

SECTION 19. Limited Dividend Requirement. The Company agrees that throughout the term of this Regulatory Agreement, distribution of return to the Company or to the members, partners, shareholders, or other owners of the Company or the Project shall not exceed ten percent (10%) of the Company's Equity in the Project per year (the “Limited Dividend Requirement”), as determined from financial statements approved by the Issuer, as described below (the “Allowable Profit”). Upon issuance of a final certificate of occupancy for the Project or upon the issuance of final Certificates of Occupancy for all of the units in the Project, the Company shall deliver to the Issuer an itemized statement of total development costs together with the Capital Sources for the Project in form satisfactory to the Issuer (the “Certified Development Cost Statement”) prepared and certified by a certified public accountant satisfactory to the Issuer. The

Issuer shall determine the Owner's Equity in the Project based on the Certified Development Cost Statement.

After all of the units in the Project have been rented, the Company shall initially, and at least once every year thereafter, deliver to the Issuer an itemized statement of income and expenditures for the previous calendar year in form satisfactory to the Issuer (the "Certified Income and Expense Statement") prepared and certified by a certified public accountant satisfactory to the Issuer. The Allowable Profit shall be distributed to the Company or to the members, partners, shareholders, or other owners of the Company only in accordance with the Issuer's Equity Policy. The Certified Income and Expense Statement shall include a statement and certification as to amount of the Allowable Profit distributed to the Company or to the members, partners, shareholders, or other owners of the Company for the prior calendar year.

IN WITNESS WHEREOF, the Issuer, the Trustee and the Company have caused this Agreement to be signed under seal by their fully authorized representatives, all as of the date first written hereinabove.

MASSACHUSETTS DEVELOPMENT FINANCE
AGENCY

By: _____
Name: _____
Title: _____
Hereunto duly authorized

COMPANY

By: _____
Name: _____
Title: _____
Hereunto duly authorized

ISSUER

By: _____
Name: _____
Title: _____
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS :
: ss
COUNTY OF SUFFOLK :

On this, the __ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, who acknowledged himself to be _____, and that he/she, being authorized to do so, executed the foregoing Tax Regulatory Agreement for the purposes therein contained by signing the name of said _____, by himself/herself as such _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

(SEAL)

COMMONWEALTH OF MASSACHUSETTS :
: ss
COUNTY OF SUFFOLK :

On this, the __ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, who acknowledged himself or herself to be the officer of the Massachusetts Development Finance Agency, and that he or she as such officer, being authorized to do so, executed the foregoing Tax Regulatory Agreement for the purposes therein contained by signing the name of said the Massachusetts Development Finance Agency by himself or herself as such manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

:

ss

COUNTY OF SUFFOLK

:

:

On this, the __ day of _____, 200__, before me, the undersigned notary public, personally appeared _____ who acknowledged himself or herself to be an authorized signatory of _____, and that he or she as such authorized signatory, being authorized to do so, executed the foregoing Tax Regulatory Agreement for the purposes therein contained by signing the name of _____ by himself or herself as such authorized signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

INCOME COMPUTATION AND CERTIFICATION

Lower Income Tenants

(to be revised per current regulations, as necessary)

Project: _____

Address: _____

Company: _____

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully, frankly and personally each of the following questions for all persons (including minors) who are to occupy the unit in the above assisted living facility for which this application is made, all of whom are listed below:

<u>Name of Members of the Household</u>	<u>Relationship to Head of Household Age</u>	<u>Social Security Number</u>	<u>Place of Employment</u>
_____	HEAD	_____	_____
_____	SPOUSE	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Income Computation

1. The anticipated income of all of the above persons during the 12-month period beginning this date, is \$_____.

In computing the anticipated income:

- INCLUDE:**
- all wages and salaries, overtime pay, commission, fees, tips and bonuses
and other compensation for personal services, before payroll deductions;
 - net income from the operation of a business or profession (without deducting expenditures for business expansion or amortization of capital indebtedness);
 - interest, dividends and other net income of any kind from real or personal property;
 - the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
 - payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;
 - the maximum amount of welfare assistance available to the above persons;
 - periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling; and
 - all regular pay, special pay and allowances of a member of the armed forces (whether or not living in the dwelling) who is the head of the household or spouse.
- EXCLUDE:**
- temporary, nonrecurring or sporadic income (including gifts);
 - amounts which are specifically for or in reimbursement of medical expenses;
 - income from employment of children (including foster children) under age 18;

- lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlement for personal or property losses;
- amounts of student financial assistance paid directly to the student or the educational institution;
- special pay to a serviceman head of a family who is away from home and exposed to hostile fire;
- foster child or foster adult care payments; income of a live-in aide; amounts under training program funded by HUD; amounts received by a disabled person that are disregarded for purposes of Supplemental Security Income eligibility because they are set aside under a Plan to Attain Self Sufficiency (PASS);
- amounts received by participants in publicly assisted program specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937;
- any resident service stipend [(not to exceed \$200 per month)] received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development;
- compensation from state or local employment training programs and training of a family member as resident management staff;
- repatriation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- earnings in excess of [\$480] for each full time student 18 years old or older (excluding the head of household and spouse) and adoption assistance payments in excess of [\$480] per adopted child;

- amounts received as deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- amounts received as refunds or rebates for property taxes paid on the dwelling unit; and
- amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

2. If any of the persons described above (or whose income or contributions was included in item 1) has any savings, bonds, equity in real property or other form of capital investment, provide:

- (a) \$_____ is the total value of all such assets owned by all such persons
- (b) \$_____ is the amount of income expected to be derived from such assets in the
12-month period commencing this date
- (c) \$_____ is the amount of such income which is included in item 1

3. (a) Will all of the persons listed in column 1 above be or have they been full-time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students? (check one)

YES [] NO []

(b) Is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return? (check one)

YES [] NO []

4. I/We acknowledge that all of the above information is relevant to the status under federal income tax law of the interest on the 1999 Bonds issued to finance the apartment for which application is being made. We consent to the disclosure of such information to the Issuer of such 1999 Bonds, the holders of such 1999 Bonds and any trustee acting on their behalf.

THE UNDERSIGNED HEREBY CERTIFY THAT THE INFORMATION SET FORTH ABOVE IS TRUE AND CORRECT. THE UNDERSIGNED ACKNOWLEDGE THAT THE LEASE OR RESIDENCY AGREEMENT FOR THE UNIT TO BE OCCUPIED BY THE UNDERSIGNED MAY BE SUBJECT TO CANCELLATION IF ANY OF THE INFORMATION ABOVE IS NOT TRUE AND CORRECT.

Tenant

Tenant

Subscribed and sworn to before me this day of _____, _____

(Notary Seal)

Notary Public in and for The
Commonwealth of
Massachusetts My
Commission Expires:

FOR COMPLETION BY COMPANY ONLY

1. Calculation of eligible tenant income:

Amount entered for entire household
(as listed in 1 above):

\$ _____

2. If the amount entered in 2(a) of the income computation above is greater than \$5,000, enter the greater of:

(a) the amount entered in 2(b) of the income computation above less the amount entered in 2(c) of the income computation above;

(b) the amount entered in 2(a) of the income computation above multiplied by the current passbook savings rate (as determined by HUD), less the amount entered in 2(c) or the income computation above; or

(c) zero: \$ _____

3. TOTAL ELIGIBLE INCOME
(Line 1 plus Line 2):

\$ _____

4. The amount entered in 3 is less than or equal to 60% of Median Income for the area in which the Project is located, as defined under the Agreement ("Lower Income Tenant").

5. Number of apartment unit assigned:

6. This apartment unit was last occupied for a period of at least 31 consecutive days by persons whose aggregate anticipated annual income as certified in the above manner upon their initial occupancy of the apartment unit was [more than] [not more than] 60% of Median Income in the area in which the Project is located, as defined under the Tax Regulatory Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS NO
KNOWLEDGE OF ANY FACTS WHICH WOULD CAUSE HIM/HER TO BELIEVE
THAT ANY OF THE INFORMATION PROVIDED BY THE TENANT MAY BE
UNTRUE OR INCORRECT.

[INSERT NAME OF COMPANY

Dated:

By: _____

Title: _____

*Delete inapplicable clause.

EXHIBIT C

CERTIFICATE AS TO QUALIFIED PROJECT PERIOD

WHEREAS, **[Insert Name of Company]**, a Massachusetts _____ (the "Company") is the present owner of the rental housing project (the "Project") minced through the issuance of tax-exempt bonds by the Massachusetts Development Finance Agency (the "Issuer") located on the following described land (the "Land") in the County of _____ and the Commonwealth of Massachusetts, to-wit:

[insert legal description]

WHEREAS, the Company, the Issuer and _____, as trustee, entered into a Tax Regulatory Agreement dated as of _____, 200__ (the "Agreement") recorded on _____, 200__, in the office of the Registry of Deeds for _____ County, Document No. _____ and

WHEREAS, the Agreement contains certain covenants and restrictions which run with the land and are binding upon the Company, its successors and assigns at all times during a Qualified Project Period, as therein defined, unless and until such covenants and restrictions are amended, terminated or deleted as provided in the Agreement; and

WHEREAS, the terms and provisions of the Agreement require the filing of an instrument to be executed by the Issuer, and the Company in substantially the form of this Certificate;

NOW THEREFORE, the Company hereby certifies and declares that:

SECTION 1. _____, was the date of commencement of the Qualified Project period.

SECTION 2. The first date on which fifty percent (50%) or more of the units in the Project were occupied was _____, 200__, and the date which is fifteen (15) years thereafter is _____, 200__.

SECTION 3. The final Maturity Date of the **[Insert Year of Bonds]** Bonds is _____.

SECTION 4. The date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates, as provided in [describe any HAP contract, if applicable], is _____, 200__, unless said Contract is terminated, in which event the earlier date of termination

of said assistance shall be established by an amendment to this Certificate executed by the Issuer and the Company.

SECTION 5. The date of termination of the Qualified Project Period (the latest of the dates set forth in paragraphs 2, 3 or 4 hereof), until this Certificate is amended, is _____, 200__.

Dated under seal this _____ day of _____, _____.

[INSERT NAME OF COMPANY]

By: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS :
 : ss
COUNTY OF :

On this, the _____ day of, _____ 200__, before me, the undersigned notary public, personally appeared _____, who acknowledged himself to be the [Title] of **[Insert Name of Company]** and that he as such _____, being authorized to do so, executed the foregoing Certificate as to Qualified Project Period, for the purposes therein contained by signing the name of said company by himself as such _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

(SEAL)

EXHIBIT D

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

Date: _____, 200__

The following information with respect to the Project located in _____, Massachusetts (the "Project"), is being provided by **[Insert Name of Borrower]**, a Massachusetts _____ (the "Company") to the Massachusetts Development Finance Agency and _____, as trustee pursuant to that certain Tax Regulatory Agreement dated as of _____ (the "Agreement") with respect to the Project. Capitalized terms, unless defined herein, shall have the same meaning as in the Agreement.

1. _____ (fill in number) residential units are available for occupancy
2. _____ (fill in number) residential units are occupied
3. The Company has obtained an "Income Computation and Certification" in the form provided as Exhibit B to the Agreement, from each Tenant named below, the income stated therein has been verified as required by the Agreement and each such Certificate is being maintained by the Company in its records with respect to the Project. Attached hereto is a copy of the most recent such Certificate for each such Tenant who signed such a Certificate since _____, 200__, the date on which the last "Certificate of Continuing Program Compliance" was filed by the Company.
4. In renting the residential units in the Project, the Company has not given preference to any particular group or class of persons (except for persons who qualify as Lower-Income Tenants), and none of the units listed below as occupied by Lower-Income Tenants have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes.
5. An appropriate Income Computation and Certification has been obtained from each Lower-Income Tenant upon initial occupancy of a dwelling unit) and none of the units listed below as occupied by Lower-Income Tenants have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes.
6. All of the residential units in the Project have been rented pursuant to written leases or residency agreements complying with the requirements of Section 4(c) of the Agreement, and the term of each lease or residency agreement is for a term at least equal to the shorter of the tenant's life and one year plus one day, in compliance with the requirements of the Act.

7. The information provided in this "Certificate of Continuing Program Compliance" is accurate and complete, and no matters have come to the attention of the Company that would indicate that any of the information provided herein, or in any Certificate obtained from the Tenants named herein, is inaccurate or incomplete in any respect.

8. The following residential units (identified by unit number) are presently vacant but have been designated for occupancy by "Lower-Income Tenants", as such term is defined in the Regulatory Agreement and are being held vacant and available for that purpose (for a total of _____ units).

Unit Number

9. The following residential units have been re-designated as units for Lower Income Tenants since _____, 200____, the date on which the last "Certificate of Continuing Program Compliance" was filed by the Company:

Unit Unit Number	Previous Designation of Unit (if any)	Replacing Number
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

10. The following residential units are considered to be occupied by Lower-Income Tenants based on the information set forth below:

Unit Number	Name of Tenant Residing in the Unit	Family Size	% Median Income, Adjusted Family Income	Date of Initial Occupancy (or date of most recent income certification)
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				
(7)				
(8)				
(9)				
(10)				

Based on the foregoing, _____ (fill in number) of the residential units (____% of all residential units) are currently occupied by Lower-Income Tenants.

IN WITNESS WHEREOF, I have hereunto affixed my signature under seal, on behalf of the Company, on _____, 200____.
[COMPANY]

By: _____

Title: _____

EXHIBIT E

Required Lease or Residency Agreement Provisions for Project

Section _____. TENANT TO FURNISH INFORMATION ABOUT INCOME.

- A. Information to be Furnished. Tenant agrees to provide to Landlord an annual certificate regarding Tenant's income. The certificate shall be provided each year and shall be on a form provided by Landlord. Tenant also agrees, at the request of the Landlord, to provide to Landlord copies of Tenant's federal income tax returns and any other information or certificates requested by Landlord. Landlord agrees to request the income tax returns and information only for the purpose of complying with the rules and regulations of the Department of Treasury or the Internal Revenue Service relating to tax-exempt financing of qualified residential rental housing projects.
- B. Landlord May Disclose Financial Information. Tenant agrees that the certificates, income tax returns and other information provided by Tenant may be disclosed by Landlord to the Department of Treasury, the Internal Revenue Service or any other person as may be required to satisfy Landlord's obligations relating to the tax-exempt financing for the [leased] [occupied] premises.
- C. Failure to Provide Information is Default by Tenant. Tenant agrees that any failure to provide information which Tenant is required to provide under Section A above shall be a default by Tenant of its agreements under the [Lease] [Residency Agreement]. Tenant also agrees that if any of the certificates, tax returns, or information provided by Tenant are untrue, Tenant shall be in default under this [Lease] [Residency Agreement]. In the event of any such default, Landlord shall have the right to exercise any right or remedy described in Section ____ of this [Lease] [Residency Agreement].



**Massachusetts
Housing
Partnership**

April 17, 2008

Steve Joncas
Chief Executive Officer
Common Ground Development Corporation
167 Dutton Street
Lowell, MA 01852

Re: Residences at Towne School, Acton (the "Project") - Determination of Project Eligibility Under the MHP Permanent Rental Financing Program

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

Dear Mr. Joncas:

This letter is in response to your request for a determination of Project Eligibility (Site Approval) under the provisions of the Commonwealth of Massachusetts comprehensive permit process (M.G.L. Chapter 40B 760 C.M.R. 56 and the Department of Housing and Community Development's Comprehensive Permit Guidelines) (the "Comprehensive Permit Rules") for the above-referenced Project. The Project, as proposed in your application, shall consist of seventeen (17) rental units, consisting of two (2) studios, five (5) one-bedrooms, eight (8) two-bedrooms, and two (2) three-bedrooms located in one (1) building at the corner of Charter Road and Massachusetts Avenue in Acton, Massachusetts on 1.23 acres. There is an existing 2-story former school building constructed in 1920, which will be gut rehabbed into the housing described above.

462 Main Street
Amherst, Massachusetts 01002
Tel: 413-253-7379
Fax: 413-253-3002

www.mhp.net

In connection with your request and in accordance with the Comprehensive Permit Rules, MHP has performed an on-site inspection of the Project, and has reviewed an initial pro forma and other pertinent information submitted by Steve Joncas of Common Ground Development Corporation, and has considered comments received from the Town of Acton.

Based upon our review, we find the following:

- (i) the Project, as proposed, appears generally eligible under the requirements of MHP's Permanent Rental Financing Program (the "Program"), certain terms of which are set forth on Exhibit A, attached hereto, subject to final review of eligibility and to final approval;
- (ii) the site is generally appropriate for residential development as it is the adaptive re-use of an existing building which was constructed in the 1920s;
- (iii) the proposed housing design for the Project is generally appropriate for the site (existing 1920s building);
- (iv) based upon comparable rentals and potential competition from other projects, the proposed Project appears financially feasible within the Acton market;
- (v) the Project appears financially feasible on the basis of estimated development and operating costs set forth in the initial pro forma provided by Common Ground Development Corporation (no land valuation is required since there is a ground lease arrangement between the Town of Acton and the developer for nominal consideration and the Cost Examination and Limitations on Profits and Distributions will be consistent with the Comprehensive Permit Rules and MHP's policy);
- (vi) the developer will be a single purpose, for-profit entity and will be subject to MHP's Limited Dividend policy (the project sponsor, Common Ground Development Corporation, is a non-profit organization); such entities meet the general eligibility standards of the Program, subject to the terms set forth in Exhibit A attached hereto; and
- (vii) the applicant controls the site through a ground lease arrangement with the Town of Acton.

**Massachusetts
Housing
Partnership**

This letter is intended to be a written preliminary determination of Project Eligibility (Site Approval) under the Comprehensive Permit Rules, establishing fundability by a subsidizing agency under a low and moderate income housing subsidy program, which qualifies the Project for consideration for a Comprehensive Permit under M.G.L. Chapter 40B.

This preliminary determination of eligibility is subject to final review of eligibility and final approval by MHP, and is expressly limited to the specific Project proposed in the request for determination of Project Eligibility submitted to MHP and subject to the minimum affordability and additional requirements set forth in Exhibit A hereto. The requirements of the Comprehensive Permit must not result in a loan to value ratio exceeding MHP requirements. Changes to the proposed Project, including without limitation, alterations in unit mix, proposed rents, development team, unit design, development costs and/or income restrictions may affect eligibility and final approval. Accordingly, you are encouraged to keep MHP informed of the status and progress of your application for a comprehensive permit and any changes to the Project that may affect program eligibility and/or financial projections. In addition, MHP requires that it be notified (1) when the applicant applies to the local ZBA for a comprehensive permit; (2) when the ZBA issues a decision; and (3) when any appeals are filed.

Please note that this preliminary determination of Project Eligibility is not a commitment or guarantee of or by MHP for financing, either expressed or implied, and, in the event that you determine not to apply to MHP for permanent financing and/or in the event that your application for permanent financing with MHP is denied, this letter shall be of no further force and effect. Also, please note that this letter shall be of no force or effect if the applicant has not filed for a Comprehensive Permit within two years of the date of this letter.

Final review and approval under the Comprehensive Permit Rules will be undertaken by MHP only in conjunction with an application for permanent mortgage financing for the Project under the Program. After the ZBA's issuance of a Comprehensive Permit for the Project, MHP would be pleased to entertain a request for permanent mortgage financing under its PRFP Program pursuant to and in accordance with MHP's standard underwriting process. At that time, MHP shall require a complete loan application, a copy of the decision of the ZBA and any amendments thereto, a copy of the decision, if any, by the Housing Appeals Committee and revised preliminary plans and designs, if applicable, as well as such additional documents and information as is required as part of the loan underwriting process.

Should you have any comments or questions concerning this letter, please do not hesitate to call me at 617-330-9944 x338.

Sincerely,



Joshua Lappen
Assistant Loan Officer

cc: F. Dore' Hunter, Chairman of the Board of Selectmen
Town of Acton Zoning Board of Appeals
Samantha Martin, Department of Housing and Community Development

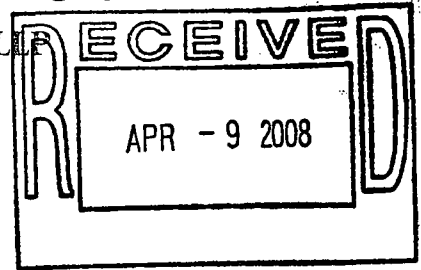
EXHIBIT A

TERMS OF THE PERMANENT RENTAL FINANCING PROGRAM

**Affordability
Requirements:** During the original twenty (20) year term of MHP's loan, twenty-five percent (25%) of the units must be affordable to households earning up to eighty percent (80%) of the median area income. The affordability requirements will be documented through an affordable housing agreement that will be recorded prior to the mortgage and shall create covenants running with the Property for the term of the agreement for twenty (20) years.

**Limited
Dividend
Policy:** The Borrower must comply with MHP's limited dividend policy throughout the affordability period

DEBORAH HALL ANDREWS
dandrewss@andersonkreiger.com
Direct phone: 617-621-6513
Direct fax: 617-621-6613



April 6, 2008

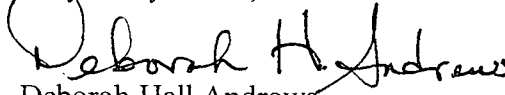
Mr. John Murray
Town Manager's Office
Town of Acton
472 Main Street
Acton, Massachusetts 01720

Re: Acton/Towne School

Dear John:

As a housekeeping matter, I am enclosing a recorded copy of the Memorandum of Lease for your records in connection with the above referenced matter. The Memorandum of Lease was recorded with the Middlesex South District Registry of Deeds in Book 50987, Page 390.

Very Truly Yours,


Deborah Hall Andrews
Senior Paralegal

Enclosure



MEMORANDUM OF LEASE

In accordance with the provisions of Massachusetts General Laws Chapter 183, Section 4, as amended, notice is hereby given of the following described lease:

Parties to Lease:

Lessor: Town of Acton

Lessee: Common Ground Development Corporation

Date of Execution: December 18, 2006.

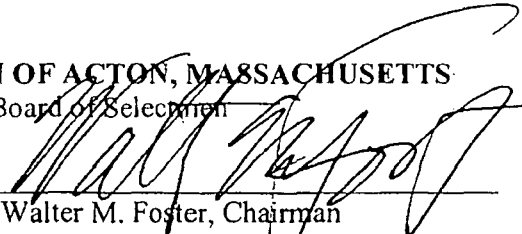
Description of Leased Premises: See Exhibit A attached hereto and made a part hereof.

Term of Lease: Fifty (50) years commencing on the earlier of (a) the date of the construction loan closing for the initial improvements under the lease or (b) October 1, 2007.

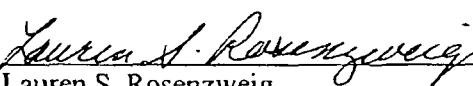
Rights of Extension or Renewal: None.

Witness the execution hereof under seal this 18 day of December, 2006 by said parties to said lease.

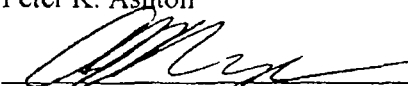
TOWN OF ACTON, MASSACHUSETTS
By its Board of Selectmen


Walter M. Foster, Chairman

F. Dore' Hunter

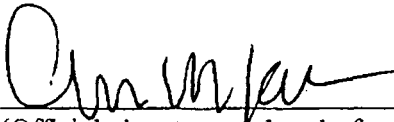

Lauren S. Rosenzweig

Peter K. Ashton


Andrew D. Magee

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF Norfolk)

On this 18 day of December, 2006, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was known to me, to be the persons whose names are signed on the preceding document and acknowledged to me that each person signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.


(Official signature and seal of notary)

Notary Public: _____

My Commission Expires: Sept 26, 2008

COMMON GROUND DEVELOPMENT CORPORATION

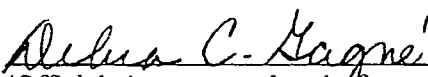

By: Karen N. Frederick

Its: President

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF Middlesex)

March, 2008.

On this 14 day of ~~December~~ March, 2008, before me, the undersigned Notary Public, personally appeared Karen N. Frederick, proved to me through satisfactory evidence of identification, which was License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as President of Common Ground Development Corporation.


(Official signature and seal of notary)

Notary Public: _____

My Commission Expires: 3-26-10



EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Towne Building Lease Area

The description, bounds and location of the Towne Building Lease Area are as shown on a plan entitled "Towne Building Lease Area Plan of Land, Acton, Massachusetts, (Middlesex County), owned by the Town of Acton, scale 1" = 20', dated June 2, 2003, prepared by the Town of Acton Engineering Department" ("the Lease Area Plan"). Said Lease Area Plan is on file with the Town of Acton Engineering Department. The Towne Building Lease Area is more particularly described as follows:

Beginning at a plastic stake on the sideline of Massachusetts Avenue (1907 State Highway Layout) at the intersection with Charter Road (discontinued as a Town way in 1970);

Thence: N01°-23'-30"W a distance of one hundred seventy six and sixty-two hundredths (176.62) feet to a plastic stake;

Thence: By a curved line to the right, the radius of which is twenty (20.00) feet, a distance of thirty and ninety-four hundredths (30.94) feet to a plastic stake;

Thence: N87°-15'-21"E a distance of forty two and ninety-four hundredths (42.94) feet to a plastic stake;

Thence: By a curved line to the right, the radius of which is two hundred fifty and thirty-four hundredths (250.34) feet, a distance of one hundred twenty eight and one hundredth (128.01) feet to a plastic stake;

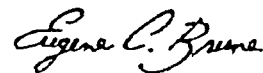
Thence: By a curved line to the left, the radius of which is two hundred sixty six and eighty-nine hundredths (266.89) feet, a distance of ninety five and fourteen hundredths (95.14) feet to a plastic stake;

Thence: S17°-51'-00"W a distance of two hundred twenty three and forty-three hundredths (223.43) feet to a plastic stake;

Thence: N71°-58'-30"W a distance of two hundred fourteen and thirty-eight hundredths (214.38) feet to the point of beginning;

Containing, according to said Lease Area Plan, 53,773 square feet of land, more or less.

For the Town of Acton's title to the Towne Building Lease Area see the eminent domain order of taking recorded at the Middlesex South Registry of Deeds at Book 4835, Page 470 dated April 25, 1925.



Attest Middlesex S. Register

LEASE

between

TOWN OF ACTON

and

COMMON GROUND DEVELOPMENT CORPORATION

Dated as of December 19, 2006

TABLE OF CONTENTS

	Page
ARTICLE 1 PREMISES	2
1.1 Lease of Premises	2
1.2 Reserved Rights	2
1.3 Condition of the Premises	3
ARTICLE 2 TERM	3
2.1 Term	3
2.2 Early Termination	3
2.3 Early Access	3
ARTICLE 3 TENANT WORK	4
3.1 Initial Improvements	4
3.2 Schedule of Performance	4
3.3 Delivery of Final Plans	5
3.4 Required Permits	5
3.5 General Contractor; Development Team	6
3.6 Ownership	6
3.7 Reproducible Drawings	7
3.8 Manner of Construction; Cost of Initial Improvements	7
3.9 Tenant's Responsibility to Discharge Liens	7
3.10 No Consent	8
3.11 No Agency Relationship	8
ARTICLE 4 RENT	9
4.1 Rent	9
4.2 Late Payments	9
4.3 Payments by Tenant	9
4.4 Rent to be Absolutely Net	9
ARTICLE 5 TAXES AND UTILITIES	10
5.1 Impositions	10
5.2 Personal Property Taxes	10
5.3 Utilities	10

TABLE OF CONTENTS

(continued)

	Page
5.4 No Liability of the Town of Acton	10
ARTICLE 6 REPAIRS AND MAINTENANCE; ALTERATIONS	11
6.1 Repair and Maintenance	11
6.2 No Obligation of the Town of Acton.....	11
6.3 Alterations.....	11
ARTICLE 7 INSURANCE AND INDEMNITY	13
7.1 Casualty Insurance	13
7.2 Builder's Risk	13
7.3 Liability Insurance	14
7.4 Boiler Insurance.....	14
7.5 Personal Property Insurance	14
7.6 Insurance Carried by Contractors	14
7.7 Insurance Coverage Increases.....	14
7.8 Insurance Carriers, Policies	15
7.9 Blanket Policy.....	15
7.10 No Separate Insurance	15
7.11 Adjustment.....	15
7.12 Non-cancellation.....	16
7.13 Indemnification.....	16
ARTICLE 8 USE OF PREMISES.....	17
8.1 Permitted Uses	17
8.2 Abandonment of Use	17
8.3 Legal Requirements	17
8.4 Contests.....	18
8.5 Compliance with Insurance Requirements	18
8.6 Property Management.....	19
ARTICLE 9 RESIDENT SELECTION; AFFORDABILITY COMMITMENTS.....	19
9.1 Resident Selection.....	19
9.2 Definitions.....	20

TABLE OF CONTENTS

(continued)

	Page
9.3 Affordability Commitments.....	20
9.4 Lease Form.....	21
9.5 Records and Annual Report.....	21
9.6 Rental Unit Standards	22
9.7 Public Safety Screening	22
ARTICLE 10 DAMAGE OR DESTRUCTION.....	22
ARTICLE 11 TAKING	23
11.1 Award.....	23
11.2 Termination.....	23
11.3 Insubstantial Taking.....	24
11.4 Temporary Taking	24
ARTICLE 12 ENVIRONMENTAL.....	24
12.1 Environmental Laws Defined	24
12.2 Tenant's Environmental Representations, Warranties and Covenants	25
12.3 The Town of Acton's Environmental Representations, Warranties and Covenants.....	25
12.4 Hazardous Materials Defined	26
12.5 Notices	26
12.6 Environmental Indemnity	27
12.7 Survival.....	27
ARTICLE 13 TRANSFER OF TENANT'S INTEREST.....	27
13.1 Assignment by Tenant	27
13.2 Permitted Subletting.....	28
13.3 Leasehold Mortgages.....	28
ARTICLE 14 TERMINATION AND DEFAULT.....	31
14.1 Events of Default	31
14.2 Remedies.....	32
14.3 Town of Acton's Right To Perform Tenant's Covenants.....	32
14.4 No Waiver	32

TABLE OF CONTENTS

(continued)

	Page
14.5 Injunctive Relief.....	33
14.6 Remedies Cumulative.....	33
ARTICLE 15 SURRENDER; HOLD-OVER	33
15.1 Surrender.....	33
15.2 Holdover	34
ARTICLE 16 ESTOPPEL CERTIFICATES	34
ARTICLE 17 NON-DISCRIMINATION COVENANTS	34
17.1 Non-Discrimination	34
17.2 Non-Compliance	34
ARTICLE 18 MISCELLANEOUS	35
18.1 Amendments to Lease.....	35
18.2 Notices	35
18.3 Severability	35
18.4 Waiver.....	36
18.5 Quiet Enjoyment	36
18.6 Integration.....	36
18.7 Bind and Inure.....	36
18.8 Notice of Lease	36
18.9 Enforcement of the Town of Acton's Liability.....	36
18.10 No Merger.....	37
18.11 Captions, Exhibits, Gender, Etc.....	37
18.12 Table of Contents.....	37
18.13 Massachusetts Law Governs.....	37
18.14 Time of the Essence	37
18.15 Excavation and Shoring	37
18.16 No Partnership or Joint Venture	37
18.17 Tenant Request for Consent.....	37
18.18 Prevailing Party.....	37
18.19 Brokers.....	38

TABLE OF CONTENTS

(continued)

	Page
18.20 Covenants Running with the Land.....	38
18.21 Entire Agreement.....	38
18.22 No Waiver.....	38
18.23 Cumulative Rights	38
18.24 Counterparts.....	38
18.25 Non-Recourse	39
18.26 Intent and Effect.....	39

LEASE

This lease (this "Lease") is entered into as of this 18th day of December, 2006, by and between the Town of Acton, a body politic and corporate of the Commonwealth of Massachusetts organized pursuant to Massachusetts General Laws Chapter 121B (the "Town of Acton"), and Common Ground Development Corporation, a non-profit housing development subsidiary of Community Teamwork, Inc., a non-profit Massachusetts corporation ("Tenant").

BACKGROUND

Whereas Chapter 487 of the Acts of 2002, entitled "An Act Authorizing the Town of Acton to Lease a Certain School Building for Residential Purposes for 50 Years," provides that, "Notwithstanding any general or special law, rule or regulation to the contrary, the town of Acton may lease the historic Towne School building and so much land surrounding and providing the access to the building as is set forth in the votes of the school committee and the board of selectmen, for a term of not more than 50 years, for the purpose of preserving the building and adapting it for residential use, including but not limited to low and moderate income housing use." (§ 1).

Whereas Chapter 487 of the Act of 2002 further provides that, "The board of selectmen may issue a request for proposals for such purposes, to determine the terms and conditions of such request, to accept any proposal or negotiate changes in any proposal, or to reject all proposals, as it determines to be in the best interests of the town, and to take all other actions as may be necessary or desirable to carry out such project." (§ 2).

Whereas Section 16 of Chapter 30B of the General Laws provides that, "If a governmental body duly authorized by general or special law to engage in such transaction determines that it shall rent, convey, or otherwise dispose of real property, the governmental body shall declare the property available for disposition and shall specify the restrictions, if any, that it will place on the subsequent use of the property."

Whereas pursuant to the foregoing legislative authority the Town of Acton issued a Request for Proposals ("RFP") for the long-term lease and renovation of the Towne School Property (the "Property"), for affordable housing use.

Whereas pursuant to the foregoing legislative authority the RFP specified a Term of 50 years for the lease of the property.

Whereas a feasibility study of the Property determined that the existing two-story building on the Property was suitable for conversion and renovation into multiple units of mixed income rental housing.

Whereas pursuant to the foregoing legislative authority the RFP specified certain general terms and conditions for the renovation of the existing two-story building on the property into multiple units of mixed income rental housing to be operated by the Tenant over the term of the Lease.

Whereas the Tenant submitted a response to the RFP in which the Tenant specified its anticipated housing improvements to the Property for the Tenant's use as an affordable housing rental facility.

Whereas the term of the Lease (50 years) equals or exceeds the expected useful life of the Tenant's anticipated housing improvements to the Property.

Whereas the Lease has been structured to allow the Tenant to remove at the termination of the Lease any improvements made by it to the Property during the term of the Lease.

Whereas the Lease has been structured to restrict certain housing units on the Property to income-eligible households.

Whereas the Lease has been structured such that the Town as Lessor shall not manage the Tenant's construction of the housing improvements or thereafter operate the housing.

Now therefore, for adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the

Town of Acton and Tenant now agree as follows:

ARTICLE 1

PREMISES

1.1 Lease of Premises. The Town of Acton, for and in consideration of the covenants and agreements hereinafter contained on the part of Tenant to be paid, kept and performed, hereby leases to Tenant, and Tenant hereby leases from the Town of Acton, for the Term (as defined in Section 2.1 below) upon the terms and conditions set forth herein, the following described premises (hereinafter called the "Premises"):

A certain parcel of land (the "Land") located at the corner of Massachusetts Avenue and Charter Road in the Town of Acton, as more particularly described in **Exhibit A** attached hereto and made a part hereof and more particularly shown on the plan attached hereto as **Exhibit B** and made a part hereof; the existing two-story Towne School building (the "Building") and all other improvements, buildings, structures, utility lines not owned by the respective utility company, parking areas and fixtures that are now or hereafter located on, installed in, or attached to, the Land (collectively, the "Improvements"); and all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the Land or the Improvements or the use or occupancy of the Land or the Improvements, whether or not of record.

1.2 Reserved Rights. The Town of Acton reserves the following rights and imposes upon Tenant the following obligations in connection with the Premises:

(a) Upon reasonable prior notice to Tenant, the Town of Acton shall have the right to access and enter upon the Premises for the purposes of inspection, complying with all applicable laws, ordinances, rules, regulations, statutes, by-laws, court decisions and orders and

requirements of all public authorities and exercising any right reserved to the Town of Acton by this Lease. The Town of Acton shall use commercially reasonable efforts to minimize interference with or disruption of Tenant, Tenant's business, its occupants, its operators and its lessees.

(b) Upon reasonable prior notice to Tenant, the Town of Acton shall have the right to apply to have the Building and/or the Property listed on the National, State, and/or Local Register(s) of Historic Places during the Term of the Lease..

1.3 Condition of the Premises. Tenant acknowledges that it has leased the Premises after a full and complete examination of the Premises, including, without limitation, any encumbrances, subsurface conditions, existing structures thereon, if any, the presence of any asbestos or other Hazardous Materials (as defined in Section 12.4 below) located on, in or under the Premises or within such structures, legal title, their present uses and non-uses, and laws, ordinances, and regulations affecting the same and the ability of Tenant to use the Premises for its intended purposes, and accepts the same in the same condition in which they or any part thereof now are, and except as otherwise expressly provided in this Lease, waives all rights to object to the condition thereof and assumes all risks in connection therewith, without any representation or warranty, express or implied, in fact or by law, on the part of the Town of Acton, and without recourse to the Town of Acton.

ARTICLE 2

TERM

2.1 Term. The Premises are hereby leased unto Tenant and its successors and assigns for a fifty (50) year term (the "**Term**"), commencing on the earlier of the date of the construction loan closing for the Initial Improvements or October 1, 2007 (the "**Commencement Date**"), and unless earlier terminated in accordance with the provisions hereof, ending on the next business day before the fiftieth anniversary of the Commencement Date (the "**Termination Date**"). Tenant shall deliver thirty (30) days prior written notice to the Town of Acton before the date of the construction loan closing mentioned above.

2.2 Early Termination. Tenant agrees that if construction of the Initial Improvements has not commenced (as defined in Section 3.1 below) by the Outside Construction Start Date (as defined in Section 3.1 below), or if Final Completion (as defined in Section 3.1 below) of the Initial Improvements has not occurred within 12 months of the Outside Construction Start Date (as defined in Section 3.1 below), the Town of Acton may elect to terminate this Lease upon ninety (90) days' written notice to Tenant; provided, however, that if the Initial Improvements are commenced within such ninety (90) day period and diligently pursued to completion or if the Initial Improvements are completed within such ninety (90) day period as the case may be, such termination notice shall be null and void and this Lease shall continue in full force and effect.

2.3 Early Access. Prior to the Commencement Date hereunder, Tenant (and Tenant's consultants) shall be entitled to access the Premises at reasonable times upon prior written notice to the Town of Acton to inspect the Premises in preparation for Tenant's tenancy.

Notwithstanding the foregoing, Tenant shall use diligent efforts to schedule any inspections hereunder in order to minimize the number of times that Tenant accesses the Premises prior to the Commencement Date hereof. Tenant shall only have the right to access the Premises in the company of the Town of Acton's representative(s) or agent(s), and any inspections conducted by Tenant shall be non-invasive unless the Town of Acton consents otherwise. The Town of Acton will use reasonable efforts to accommodate Tenant's proposed inspection schedule(s), and notwithstanding anything set forth herein to the contrary, Tenant shall be bound by the terms of the indemnification provisions in Section 7.13 hereof for any such access.

ARTICLE 3

TENANT WORK

3.1 Initial Improvements.

(a) In order to render the premises suitable for Tenant's intended use, Tenant shall have the right to construct the Tenant's improvements (the "**Initial Improvements**") described in Exhibit C attached hereto and incorporated herein (the "**Schematic Design Plans**"). Tenant intends to commence work on the Initial Improvements as soon as reasonably possible following the Commencement Date but not later than one (1) year after the date hereof (the "**Outside Construction Start Date**"). Once Tenant commences construction on the Initial Improvements, Tenant shall thereafter diligently and continuously prosecute to Final Completion (as defined below) in accordance with the Final Plans (as defined in Section 3.3 below) and as modified to meet Building Permit and other permit requirements (as set forth in Section 3.4(a)). For purposes of this Lease, construction of the Initial Improvements shall be deemed to have "**commenced**" upon the commencement of actual physical work (including, without limitation, site work) on the Premises pursuant to a full, unconditional building permit for the construction of the Initial Improvements, and "**Final Completion**" of the Initial Improvements will be deemed to have occurred upon the issuance of a permanent certificate of occupancy for the Initial Improvements. The date upon which Final Completion of the Initial Improvements occurs shall be referred to herein as the "**Final Completion Date**."

(b) Notwithstanding the foregoing, if the commencement of the Initial Improvements is prevented or delayed beyond the Outside Construction Start Date because of strikes, lockouts, labor troubles, inability to procure materials, power failures, riots, insurrection, war, appeals or litigation relating to any comprehensive permit applications or other required permits or licenses necessary to construct and use the Initial Improvements for the Permitted Uses (as defined in Section 8.1, below), or other causes beyond Tenant's reasonable control (provided, however, that lack of money shall not be deemed such a cause) (collectively, "**Force Majeure**"), then the commencement of the Initial Improvements shall be excused for the period of delay and the Outside Construction Start Date shall be extended for an equivalent period.

3.2 Schedule of Performance. Subject to Force Majeure, the Initial Improvements shall be completed by Tenant within 12 months of the Outside Construction Start Date (as defined in Section 3.1 above) in accordance with the critical path time schedule of work attached hereto as Exhibit D (the "**Schedule of Performance**"). Upon written request, Tenant shall

submit to the Town of Acton on or before each deadline set forth in the Tenant's Schedule of Performance satisfactory evidence that each deadline has been met. To ensure that the purpose of Chapter 487 of the Acts of 2002 is fulfilled by the Tenant making an appropriate and timely affordable housing use of the Premises, the satisfaction of the matters set forth in the Tenant's Schedule of Performance by the dates set forth therefor is an essential part of this Lease. In the event that the Tenant's Schedule of Performance is materially delayed by factors beyond the Tenant's reasonable control (such as a third-party appeal of a necessary governmental permit or approval for the construction), Tenant shall immediately notify the Town of Acton of that delay and submit a proposed Amended Schedule of Performance taking into account said delay; and the Town of Acton shall not unreasonably withhold an extension to account for said delay. In the event that the Town of Acton grants an extension of any such date for any other reason, which the Town of Acton may grant or withhold in its reasonable discretion, the Town of Acton shall not be deemed thereby to be waiving any other rights hereunder or implying the extension of any other dates.

3.3 Delivery of Final Plans. On or before the date specified in the Schedule of Performance, Tenant shall submit to the Town of Acton Tenant's proposed construction drawings for the Initial Improvements. The Town of Acton may comment in writing upon Tenant's proposed construction drawings for the Initial Improvements to ensure that Tenant completes any initial improvements in a manner consistent with the public interest in the proper maintenance of the premises and with applicable health, safety and welfare regulations. The Tenant's construction drawings shall be reasonably consistent with the conceptual plans submitted as part of the Tenant's RFP Response and with the Schematic Design Plans. In the event the Town of Acton so comments in writing of any item in the proposed construction drawings, Tenant shall in its Judgment cause such item to be appropriately revised as soon as possible after receipt of the Town's notice and resubmit the same to the Town of Acton pursuant to this Section 3.3. The Town of Acton and Tenant agree to cooperate reasonably and in good faith with each other to resolve any requested modifications by the other with respect to the proposed construction drawings. Once the construction drawings have been finalized by the Tenant pursuant to the provisions set forth in Section 3.1, the Tenant shall submit to the Town of Acton a complete set of the final construction drawings resulting from this process (the "Final Plans").

3.4 Required Permits.

(a) Tenant shall obtain all permits, approvals and licenses from governmental authorities ("**Required Permits**") required for construction and use of the Initial Improvements, and for any other alterations, removals, installations, additions, changes, replacements or improvements to the Premises (collectively with the Initial Improvements, "**Tenant Work**"), and shall, upon written request, provide the Town of Acton with a copy of each. Upon full or partial completion of the Initial Improvements and prior to occupying any part of the Premises for any purpose other than performing the Initial Improvements, and upon completion of any other Tenant Work, Tenant shall obtain from each authority granting the Required Permits such evidence of approval ("**Required Approval**") as may be necessary to permit such part of the Premises to be used and occupied for the Permitted Uses (as defined in Section 8.1 below). Tenant may occupy all or part of the Premises under temporary or conditional certificates of occupancy, but shall not be relieved from the obligation of obtaining permanent certificates of

occupancy for the Initial Improvements or other similar licenses or permits required to permit the Premises to be used and occupied for the Permitted Uses.

(b) The Town of Acton, solely in its capacity as owner of the Premises and without cost to it, promptly shall execute and deliver any reasonable documents which may be necessary to obtain or maintain any Required Permit or Required Approval including, but not limited to, appeals of adverse decisions relating thereto and, solely in its capacity as owner of the Premises and without cost to it, shall further cooperate with Tenant in obtaining or maintaining any Required Permit or Required Approval, including, but not limited to, appeals of adverse decisions relating thereto as Tenant may from time to time reasonably request; *provided, however*, that with the exception of zoning or other matters, where the Town of Acton's execution of petitions, application, appeals or other documents or joinder in proceedings may be required as a condition to Tenant's proposed action, the Town of Acton shall in no event be required to join in or become a party to any proceeding in which it will oppose the Commonwealth of Massachusetts or any agency, authority, branch, division, office or subdivision of or for the Commonwealth of Massachusetts, nor shall the Town of Acton be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by the Town of Acton nor to take a position inconsistent with a position previously taken and made public by the Town of Acton. As stated in the RFP, the Town of Acton's Board of Selectmen will consider, reasonably and in good faith, any request by the Tenant to support the Tenant's filing of a Comprehensive Permit under M.G.L. Chapter 40B if required for the completion of the Initial Improvements and operation of the Premises for the Permitted Use, and will support that request for an appropriate Comprehensive Permit consistent with and to effectuate the purpose of this Lease Agreement. Tenant understands and agrees that the Board of Appeals of the Town of Acton is a quasi-judicial decision-making body and that the Town of Acton makes no representation or assurance as to how the Board of Appeals may act on or condition any such Comprehensive Permit.

(c) Tenant may contest, in good faith and on the same terms and conditions as provided in Section 8.4, the validity or applicability of any Legal Requirement (as defined in Section 8.3 below) which is the basis for any Required Permit or Required Approval.

3.5 General Contractor; Development Team. The Tenant shall provide to the Town of Acton a list including the names of each member of Tenant's development team, including without limitation Tenant's general contractor, architect and landscape architect for the design and construction of the Initial Improvements consistent with the Tenant's response to the RFP. No member of Tenant's development team shall, for any purpose related to the Tenant's Initial Improvements, be considered to be a contractor or subcontractor to the Town of Acton with respect to the Tenant's Initial Improvements. Each such member of Tenant's development team shall be under contract with and under the supervision of the Tenant.

3.6 Ownership. During the Term, the Initial Improvements shall be vested in Tenant, and Tenant shall be entitled to any depreciation deductions and investment tax credits thereon for income tax purposes. Upon the expiration or earlier termination of this Lease, Tenant may remove all such improvements made by the Tenant to the Premises and shall thereupon restore the Premises to the condition as of the commencement of the work on the Initial Improvements, reasonable wear and tear excepted. In the event the Tenant fails to complete such removal and

restoration within 90 days after the expiration or earlier termination of this Lease, title to the Improvements shall immediately vest in the Town of Acton and shall be surrendered at that time in accordance with Section 15.1 below.

3.7 Reproducible Drawings. Within ninety (90) days after Final Completion of the Initial Improvements or any other Tenant Work affecting the exterior of the Premises, Tenant shall prepare at its expense and deliver to the Town of Acton one complete, legible and reproducible full-sized set of as-built plans showing the Initial Improvements or such Tenant Work, as the case may be, together with a certified survey plan.

3.8 Manner of Construction; Cost of Initial Improvements. Tenant shall construct all Tenant Work in a good and workmanlike manner, in compliance with Legal Requirements and good engineering and construction practices. The Initial Improvements shall be constructed in material compliance with the Final Plans and in strict compliance with the Required Permits. Tenant shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by Tenant Work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area. Tenant shall pay (or cause to be paid) all costs and expenses associated with any Tenant Work (including, without limitation, all architectural, engineering, construction, legal and consultant fees and costs) and shall defend, indemnify and hold the Town of Acton Parties (as defined in Section 7.13 below) harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) (collectively, "Claims") attributable to the performance of any Tenant Work.

3.9 Tenant's Responsibility to Discharge Liens.

(a) If any mechanic's, laborer's or materialman's lien shall at any time during the Term be filed against the Premises, the underlying fee, or any part thereof with respect to the performance of any labor or the furnishing of any materials to, by or for Tenant or anyone claiming by, through or under Tenant, Tenant, within thirty (30) days after notice of the filing thereof, shall take all commercially reasonable efforts to cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within a commercially reasonable time not to exceed sixty (60) days, then, in addition to any other right or remedy, the Town of Acton may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by the Town of Acton and all costs and expenses incurred by the Town of Acton in connection therewith, together with interest at the prime rate of interest reported from time to time in the Wall Street Journal or any successor publication plus two percentage points (the "Default Rate") from the respective dates of the Town of Acton's making of the payment or incurring of the cost and expense until paid in full, shall constitute Additional Rent (as defined in Section 4.1 below) under this Lease and shall be paid by Tenant to the Town of Acton on demand.

(b) Notwithstanding the foregoing, Tenant may contest, in good faith by appropriate proceedings, at Tenant's sole expense, the amount or validity in whole or in part of any mechanic's, laborer's or materialman's lien, and may defer the discharge of record thereof, provided that:

(i) Tenant shall provide the Town of Acton with security reasonably satisfactory to the Town of Acton or shall bond over to assure payment of contested items;

(ii) Tenant shall immediately pay or shall bond over such contested item or items if the protection of the Premises or of the Town of Acton's interest therein from any lien or claim shall, in the reasonable judgment of the Town of Acton, require such payment;

(iii) The Town of Acton shall not be required to join in any proceedings referred to herein unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of the Town of Acton. The Town of Acton shall not be subjected to any liability for the payment of any loss, costs or expenses in connection with any such proceedings, and Tenant shall defend, indemnify and save the Town of Acton Parties (as defined in Section 7.13 below) harmless from and against any such loss, costs and expenses; and

(iv) Notwithstanding the provisions of Subsection (iii) above, the Town of Acton shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the Commonwealth of Massachusetts or any agency, authority, branch, division, office or subdivision of the Commonwealth of Massachusetts, nor shall the Town of Acton be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by the Town of Acton nor to take any position inconsistent with a position previously taken and made public by the Town of Acton.

Subject to the foregoing, and without cost to it, the Town of Acton shall promptly execute and deliver any reasonable documents which may be necessary to permit Tenant so to contest any such lien and shall further cooperate with Tenant in such contest, as Tenant may from time to time reasonably request.

3.10 No Consent. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent to payment or request of the Town of Acton, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof.

3.11 No Agency Relationship. Based on (a) the provisions of Chapter 487 of the Acts of 2002, (b) the provisions of the Uniform Procurements Act for the disposition by Lease of Town-owned property, (c) guidance afforded by the Attorney General's office with respect to considerations for determining whether bidding laws for public construction apply to a long-term municipal lease that contemplates the construction of affordable housing by a private developer on public land, (d) guidance issued by the Chief Counsel of the Department of Housing and Community Development with respect to that same issue, and (e) interpretations of the purpose, intent, and scope of the bidding laws for public construction by Massachusetts

Courts and by the Attorney General's Business and Labor Protection Bureau, the Town of Acton and the Tenant separately expect and intend (without any warranty or representation by the other party with respect thereto) that this Lease, including without limitation its provisions applicable to the Tenant's Work on the Initial Improvements under Article 3, is not subject to bidding laws for public construction, including without limitation G.L. c. 149, §§ 44A-44J, G.L. c. 30, § 39M et seq., and G.L. c. 7, § 38K. In the event that a Court of competent jurisdiction issues a final, binding, conclusive Judgment that such bidding laws for public construction do apply to Tenant's work under Article 3 or other aspects of this Lease, then the Town of Acton and the Tenant shall use best efforts to enter into a further written agreement within sixty (60) days from the entry of that Judgment as to how said bidding laws for public construction shall be complied with in conformity with said Judgment. In the event that, despite their best efforts, the parties fail to reach such an agreement within said sixty (60) days (or such additional time as they may agree), then the Town of Acton or Tenant may terminate this lease by written notice to the other within thirty days thereafter.

ARTICLE 4

RENT

4.1 Rent.

(a) Commencing on the Commencement Date and continuing thereafter throughout the Term, Tenant shall pay to the Town of Acton (i) an initial rent payment of twenty-seven thousand five hundred dollars (\$27,500) and (ii) thereafter for the remaining Term annual base rent ("Base Rent") in the amount of three thousand dollars (\$3,000) on each anniversary of the first day of the first full calendar month following the Commencement Date. From and after the second anniversary of the first day of the first full calendar month following the Commencement Date, Base Rent shall be increased by 2.5% annually.

(b) In addition, Tenant shall pay any fee, charge or other amount required to be paid by Tenant to the Town of Acton under this Lease as additional rent ("Additional Rent"). Base Rent and Additional Rent (collectively, "Rent") shall be paid without counterclaim, notice, demand, abatement or offset at the Town of Acton's address set out in Section 18.2. It is the intention of the parties that the Rent payable hereunder shall be net to Landlord.

4.2 Late Payments. Any payment of Rent due hereunder not paid when due shall bear interest for each month or fraction thereof from the due date until paid in full at the Default Rate.

4.3 Payments by Tenant. All costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the construction, ownership, leasing, operation, maintenance, repair, replacement, rebuilding, use or occupation of the Premises or with respect to any interest of the Town of Acton in the Premises or this Lease shall be the responsibility of Tenant.

4.4 Rent to be Absolutely Net. It is the express understanding and agreement of the Town of Acton and Tenant that the Base Rent due and payable hereunder shall be absolutely net to the Town of Acton, so that this Lease shall yield to the Town of Acton the Base Rent specified

above during the Lease Term, and that all expenses of every kind and nature whatsoever, whether ordinary or capital in nature, relating to the construction, ownership, leasing, operation, maintenance, repair, replacement, rebuilding, use and occupation of the Premises, during the Term of the Lease shall be paid by Tenant (including, but not limited to, Impositions, as defined in Section 5.1 below), without cost or obligation of any type to the Town of Acton whatsoever.

ARTICLE 5

TAXES AND UTILITIES

5.1 Impositions. Tenant shall pay or cause to be paid as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all taxes, assessments, special use or assessment district taxes, water and sewer charges, excises, levies, license and permit fees and all other governmental charges of any kind and nature which during the Term may be assessed, levied, imposed upon or become due with respect to, or become a lien on the Premises or the leasehold, or any part thereof, or any appurtenance thereto, and payments in lieu of such taxes, assessments, charges or fees, whether such charges are made directly to Tenant or through or in the name of the Town of Acton. All such charges shall be referred to herein as "Impositions." Tenant shall have the right to contest or object to the amount or validity of any Imposition but shall not withhold payment of any Imposition while any such contest or objection is pending. Tenant, upon request of the Town of Acton, shall furnish to the Town of Acton within thirty (30) days of the date when any Imposition would become delinquent, official receipts of the appropriate taxing authority, or other evidence reasonably satisfactory to the Town of Acton, evidencing payment thereof.

5.2 Personal Property Taxes. Tenant shall pay promptly when due all taxes which may be imposed upon personal property (including fixtures taxed as personal property) in, on or within the Premises directly to the assessing party.

5.3 Utilities.

(a) Tenant shall pay, or shall cause to be paid, directly to the utility provider, all charges by any public authority or public utility for water, electricity, telephone, gas, sewer and other services supplied or rendered to the Premises, and service inspections made therefore, whether called charge, rate, tax, betterment, assessment, fee or otherwise and whether such charges are made directly to Tenant or through or in the name of the Town of Acton ("Utility Charges").

(b) The Town of Acton agrees to provide reasonable access licenses or easements over the Premises to utility companies for the purposes of bringing and connecting utility service to the Premises.

5.4 No Liability of the Town of Acton. The Town of Acton shall not be required to furnish to Tenant any facilities or services of any kind whatsoever during the Term, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power. The Town of Acton makes no representation or warranty that existing sources of supply, distribution points or

utilities are adequate or sufficient to supply the Improvements except that the Town of Acton does warrant that water provided by the Acton Water District and sewer through the Town's sewer system are available as of the execution of the Lease Agreement to supply the Improvements.

ARTICLE 6

REPAIRS AND MAINTENANCE; ALTERATIONS

6.1 Repair and Maintenance. Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall keep the Premises (including all Improvements), all roadways, sidewalks, curbs, landscaped areas, fences and entranceways adjoining the same in good order, condition and repair (except for reasonable wear and tear and damage from a Taking (as defined in Section 11.1 below) or from fire or other casualty after the last repair, replacement, restoration or renewal required to be made by Tenant pursuant to its obligations hereunder), and shall make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen in order to keep the Premises in safe, clean and sanitary condition throughout the Term. Without limiting the generality of the foregoing, Tenant shall keep the residential rental units in the Premises in such order, condition and repair as to meet the housing quality standards set forth in the United States Department of Housing and Urban Development's ("HUD") regulations at 24 C.F.R. §982.401, any higher standards required by Massachusetts law and the requirements of Massachusetts law and HUD (including 24 C.F.R. §982.401(j) and 24 C.F.R. Part 35) with respect to lead-based paint. All repairs will be in quality and class, as elected by Tenant, either equal to the original work or installations, or otherwise consistent with the standard then applicable to mixed-income residential apartment projects within the geographical area of the Premises at such time. Without limitation, Tenant shall keep the common driveway and sidewalks shown on **Exhibit B** in good order and condition and shall be responsible for removing ice and snow therefrom. Tenant shall keep the Premises free of accumulations of dirt and rubbish, and shall use all reasonable precautions to prevent waste, damage or injury to the Premises.

6.2 No Obligation of the Town of Acton. Except as otherwise expressly provided herein, the Town of Acton shall in no event be required to maintain or repair or to make any alterations, restoration, replacements, changes, additions or improvements to the Premises during the Term of this Lease.

6.3 Alterations. Tenant may from time to time during the term of this Lease make, at its sole cost and expense, alterations or additions to the Improvements, subject, however, in all cases to the following, which Tenant covenants to observe and perform:

(a) no alteration or addition shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of any federal, state or municipal government or departments or subdivisions of any of them having jurisdiction. The Town of Acton shall join in the application for such permits or authorizations whenever such action is necessary, provided, however, that the Town of Acton shall incur no liability or expense in connection therewith;

(b) to ensure that Tenant undertakes and completes any such Improvements in a manner consistent with the public interest in the proper maintenance of the Building and the Property and with applicable health, safety and welfare regulations. (i) any alteration to the roof, the structural weight-bearing walls or columns or to any weight-bearing floor slab of the Building, or any addition to the Building, (ii) any material alteration to the base-building plumbing, electrical, mechanical or HVAC systems serving the Premises, and (iii) any other alteration or addition costing more than [\$100,000.00] in 2005 dollars in the aggregate, (x) shall not be performed without Tenant first having received the Town of Acton's written consent thereto, (y) shall be conducted under the supervision of a licensed architect or licensed professional engineer and (z) shall be conducted in accordance with plans and specifications submitted to and approved by the Town of Acton. The Town of Acton shall not unreasonably withhold its consent to any alterations or additions proposed by Tenant or to any plans and specifications submitted to the Town of Acton in connection therewith. (Repair of damage or destruction occasioned by fire or other casualty shall be in accordance with Article 10 of this Agreement.) The Town of Acton's failure to respond to Tenant's request for consent to alterations or additions or for approval of plans and specifications for any alterations or additions consented to by the Town of Acton, or as to which the Town of Acton's consent is simultaneously being requested, within forty-five (45) days of the Town of Acton's receipt of such request(s) shall constitute the Town of Acton's approval of same, provided Tenant's request for such consent or approval states in bold capital letters that the Town of Acton's failure to respond within forty-five (45) days shall constitute its consent or approval, as the case may be. Tenant hereby agrees to reimburse the Town of Acton (in its capacity as owner of the Premises), upon demand therefore, as Additional Rent, for all costs incurred by the Town of Acton in reviewing the plans and specifications for, and consulting with respect to the carrying out of construction of any such alterations or additions. Provided, however that Tenant shall not be responsible for any such costs normally incurred by the Town of Acton (as a regulatory authority) in conjunction with the review and inspection of any such alterations or additions for which building permit fees or other applicable fees have been paid by Tenant. (Any reference in this Lease to 2005 dollars shall mean 2005 dollars as reflected in the Consumer Price Index for "All Cities" closest in date before December 31, 2005, published by the federal government, and reference shall be made to the Consumer Price Index for All Cities then in effect when adjustments to 2005 figures are made.);

(c) Any alteration or addition shall, when completed, be of such a character as not to reduce the structural integrity, value or usefulness of the Premises for the Permitted Use below its value and usefulness immediately before such change or alteration;

(d) Any change, construction, alteration or addition shall be made promptly in a good and workmanlike manner and in accordance with all Required Permits, Required Approvals and Legal Requirements, any national or local board of fire underwriters, or any other body hereafter exercising functions similar to those of any of the foregoing;

(e) During the period of construction of any change, construction, alteration or addition, in, to or of the Improvements, Tenant shall maintain or cause to be maintained the following insurance:

(i) Property and any other applicable insurance required in Article 7 hereof titled Insurance and Indemnity, with respect to any such change, demolition, construction, alteration or addition, including all materials and equipment therefore incorporated therein under a broad form all risk builders' risk completed value form or equivalent thereof, which insurance may be provided (by endorsement or otherwise) under the property and other casualty insurance required under Article 7 hereof titled Insurance and Indemnity; and

(ii) Workers' compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Town of Acton, Tenant or the Premises, with statutory limits as then required under the laws of The Commonwealth of Massachusetts;

(f) Tenant hereby agrees to hold the Town of Acton harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with such change, construction, alteration or addition, and to pay or discharge promptly any contractor's, mechanic's or materialman's lien other than notices of contract for work incurred in connection with activities permitted under this Lease and not yet due and payable, which may be recorded against the Premises, subject, however, to Tenant's right to bond over any such lien or provide other security acceptable to the Town of Acton during any period Tenant may be contesting any such lien, as more particularly provided in Section 3.9 hereof.

ARTICLE 7

INSURANCE AND INDEMNITY

7.1 Casualty Insurance. During the Term, Tenant, at its sole cost and expense, shall keep in full force and effect property insurance on the Improvements and other property installed or used in, on or about the Premises in amounts sufficient at all times to prevent the Town of Acton or Tenant from becoming a co-insurer under the provisions of applicable policies of insurance, but, in any event, at least equal to the full replacement cost thereof (exclusive of cost of excavations, foundations and footings) without deduction for depreciation, against all risks of direct physical loss or damage as may from time to time be included within the definition of an "All Risks Insurance Policy" and extended to include coverage against earth movement, back-up of sewers and drains, sprinkler leakage, breakdown of boilers, machinery and electrical equipment, lightning, wind storm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and demolition. Such insurance also shall cover increased cost of construction, demolition and debris removal coverage, and contingent liability arising out of the enforcement of building laws and ordinances governing repair and reconstruction and shall include an agreed amount endorsement satisfactory to the Town of Acton.

7.2 Builder's Risk. During the period of any construction or structural alteration of the Premises or the Improvements, Tenant shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance (subject to any exclusions that are in effect after compliance with the terms hereof) against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Town of Acton (or any Permitted Institutional Mortgagee (as defined in Section 13.3 below) subsequently holding a first mortgage lien on the property) may reasonably require.

7.3 Liability Insurance. Throughout the Term, Tenant shall maintain, for the benefit of the Town of Acton and Tenant, and identifying the Town of Acton and Tenant as additional insureds, commercial general liability insurance against claims for personal injury, death, and property damage occurring upon, in or about the Premises or the Improvements, and on, in or about the adjoining sidewalks and passageways (including, without limitation, personal injury, death, and property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof) for at least Three Million Dollars (\$3,000,000.00) combined single limit, including bodily injury and death, contractual liability, and for property damage (of which at least Two Million Dollars (\$2,000,000) shall be primary coverage and the remainder shall be primary or umbrella coverage). If Tenant has other locations that it owns or leases, the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and not contributing to any insurance available to the Town of Acton, and the Town of Acton's insurance shall be in excess thereto. The amount of this liability insurance may be adjusted in the Town of Acton's discretion to take into account any umbrella insurance policy that supplements the underlying commercial general liability coverage so long as the total liability insurance coverage is equal to or greater than the coverage that is required under this Section 7.3.

7.4 Boiler Insurance. Throughout the Term, the Tenant shall maintain boiler insurance, including pressure vessels and pipes, if there be any such vessel or pipes on the Premises, in an amount not less than One Million Dollars (\$1,000,000.00).

7.5 Personal Property Insurance. Throughout the Term, Tenant shall maintain personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the cause of loss ("special form"). Such insurance shall be written on a replacement cost basis in an amount equal to no less than eighty percent (80%) of the full insurable replacement value of the aggregate of the foregoing.

7.6 Insurance Carried by Contractors. During the construction of the Initial Improvements, Tenant shall also require the construction manager and/or general contractor for the Initial Improvements to maintain (i) for the benefit of Tenant and the Town of Acton, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways during the construction of the Initial Improvements for at least One Million Dollars (\$1,000,000.00) combined single limit; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00); and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit.

7.7 Insurance Coverage Increases. The minimum coverage stated in this Article 7 shall be reviewed every five (5) years by the Town of Acton and Tenant, and shall be increased at such intervals if such increases are reasonably necessary to reflect inflation or changes in the nature or degree of risks insured or to protect against judgments from time to time being awarded in Massachusetts for injury, death and property damage.

7.8 Insurance Carriers, Policies. All insurance provided for in this Article 7 shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility that are permitted to and are doing business in Massachusetts and having a so-called Best's Rating of "A:X" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to the Town of Acton. Any deductible amounts under any insurance policies required hereunder shall not exceed Five Thousand Dollars (\$5,000.00). Upon the execution of this Lease, and thereafter not less than fifteen (15) days prior to the expiration dates from time to time of the policies required pursuant to this Article 7, binders of such insurance or, upon written request of the Town of Acton, duplicate originals of the policies, shall be delivered by Tenant to the Town of Acton.

In addition, evidence of the payment of all premiums of such policies will be delivered to the Town of Acton. All commercial general liability, property damage liability, and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that the Town of Acton may carry. If Tenant fails to maintain such insurance, which failure continues for ten (10) days after the Town of Acton gives notice to Tenant of such failure, then the Town of Acton, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Tenant shall repay to the Town of Acton as Additional Rent the cost of such insurance.

7.9 Blanket Policy. Nothing in this Article 7 shall prevent Tenant from taking out insurance of the kind and in the amounts provided for under this Article 7 under a blanket insurance policy or policies covering other properties as well as the Premises, provided, however, that any such policy or policies of blanket insurance (i) shall specify therein, or in a written statement from the insurers under such policy or policies specifying, the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required by this Article 7, and (ii) such amounts so specified shall be sufficient to prevent any of the insureds from becoming a co-insurer within the terms of the applicable policy or policies, and provided further, however, that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions of this Article 7.

7.10 No Separate Insurance. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article 7 to be furnished by, or which may reasonably be required to be furnished by, Tenant unless the Town of Acton and Tenant are included therein as insureds, with loss payable as in this Lease provided. Tenant shall immediately notify the Town of Acton of the placing of any such separate insurance and shall cause the same to be delivered as in Section 7.8 hereof required.

7.11 Adjustment. All policies of insurance provided for in Article 7 hereof shall name the Town of Acton and Tenant as the insureds as their respective interests may appear. The loss, if any, under such policies shall be adjusted with the insurance companies by Tenant, and shall be payable to Tenant. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as hereinabove provided. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of any of the Tenant Parties (as defined in Section

7.13 below) shall affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

7.12 Non-cancellation. Each policy or binder issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written notice (or ten (10) days' prior written notice in the event of nonpayment) to the Town of Acton, Tenant and any Permitted Institutional Mortgagee (as defined in Section 13.3 below) named therein.

7.13 Indemnification.

(a) Tenant shall defend (with counsel selected by Tenant that is reasonably acceptable to the indemnified party), indemnify and save the Town of Acton Parties (as defined below) harmless against and from any and all Claims which may be imposed upon or incurred by or asserted against the Town of Acton Parties by reason of any of the following occurrences:

(i) any work or thing done during the Term of this Lease in, on or about the Premises or any part thereof, including during construction of the Initial Improvements and any other Tenant Work, by Tenant or any other party other than the Town of Acton, their employees, contractors, agents, servants, or licensees (collectively with the Town of Acton, the "**Town of Acton Parties**");

(ii) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof, including any sidewalk or curb appurtenant to the Premises, during the Term of this Lease by Tenant or any other party other than the Town of Acton Parties;

(iii) any negligence or willful misconduct on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, occupants, guests, licensees, operators, or invitees (together with Tenant, the "**Tenant Parties**");

(iv) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, including any sidewalk or curb appurtenant to the Premises, unless the same occurs solely as a result of the gross negligence or wrongful act of any of the Town of Acton Parties; and

(v) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

(b) If the Town of Acton obtains separate counsel due to the requirements of M.G.L. C. 268A or due to reasonable concerns that its interests and that of Tenant may be adverse or that counsel provided by Tenant may have a conflict in interest or is not providing effective representation of the Town of Acton, then the reasonable expenses of such separate counsel shall be at Tenant's expense.

(c) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town of Acton which

would exist at common law or under any other provision of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 7. This Lease is made on the express condition that the Town of Acton shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, specifically including any damage or injury to the person or property of Tenant or any of the Tenant Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Premises, unless caused by the gross negligence or willful misconduct of the Town of Acton.

(d) The provisions of this Section 7.13 shall survive termination or expiration of this Lease.

ARTICLE 8

USE OF PREMISES

8.1 Permitted Uses. The Premises and Improvements shall be used exclusively for purposes of developing seventeen (17) residential units of mixed-income rental and affordable housing and uses which are ancillary thereto to be operated over the Term in conformity with the Affordability Commitments set forth in Article IX below (collectively, the "Permitted Uses"). After the execution of this Lease, the parties may only alter the number of residential units to be provided hereunder by mutual agreement.

8.2 Abandonment of Use. Subject to Force Majeure, except during the construction of the Initial Improvements, and thereafter during reasonable periods of repair, remodeling and/or restoration, Tenant covenants and agrees to continuously and uninterruptedly use the Premises for the Permitted Uses. If the Premises shall be abandoned, deserted, or vacated by the Tenant (such decision to abandon, desert or vacate or discontinue construction or operation of the facilities located on the Premises shall be referred to as a decision to "Discontinue Operations"), or if less than sixty percent (60%) of the residential rental units located on the Premises are leased and occupied in accordance with Section 8.1 for a period of one hundred eighty (180) consecutive days or for more than one hundred eighty (180) days in any calendar year for any reason, the Town of Acton shall have the right to terminate the Lease and recover exclusive possession of the Premises by written notice to Tenant. In the event the Town of Acton exercises its right to terminate the Lease under this Section 8.2, the Lease shall terminate as of the date that is sixty (60) days after the date of the Town of Acton's notice to Tenant thereof, and Tenant's liability with respect to the Lease shall terminate as of such date, unless within such sixty (60) day period, more than sixty percent (60%) of the residential rental units located on the Premises are leased and occupied in accordance with Section 8.1 (in which event such termination notice shall have no effect). (Damage or destruction occasioned by fire or other casualty shall be addressed in accordance with Article 10 of this Agreement.)

8.3 Legal Requirements. Throughout the Term of this Lease, Tenant, at its expense, shall promptly comply with and shall cause all Tenant Parties to promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, subsidizing agencies (defined as any one of the

following entities providing a subsidy for low or moderate income housing in the Premises under M.G.L. c. 40B and 760 CMR 31.01(1)(b) and/or any state or federal affordable housing subsidy program): the Massachusetts Department of Housing and Community Development, the Affordable Housing Trust Fund of MassHousing, MassDevelopment, Massachusetts Historical Commission, the United States Department of the Interior, Community Economic Development Assistance Corporation, Massachusetts Housing Partnership and Massachusetts Housing Investment Corp.), housing authorities, boards and officers, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises and the sidewalks and curbs adjoining the same, or to the use or manner of use of the same or to any of the Tenant Parties, whether or not such law, ordinance, rule, regulation or requirement is specifically applicable or related to the conduct of the Permitted Uses, or shall affect the interior or exterior of the Improvements or any Tenant Work, or shall necessitate structural changes or improvements, or shall interfere with the use and enjoyment of the Premises (collectively, "Legal Requirements"). Tenant shall, in the event of any violation or any attempted violation of this Section by any Tenant Party, take steps, immediately upon knowledge of such violation, as Tenant determines to be reasonably necessary to remedy or prevent the same as the case may be.

8.4 Contests. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to the Town of Acton, the validity or application of any Legal Requirement, subject to Tenant providing the Town of Acton with written notice thereof on or before the date of contesting same, and further subject to the following:

(a) by the terms of any such Legal Requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the inurrence of any lien, charge or liability of any kind against the Premises or any part thereof and without subjecting Tenant or the Town of Acton to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding; and

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject the Town of Acton to criminal liability or fine, and provided that Tenant (i) bonds over such lien or furnishes to the Town of Acton security, reasonably satisfactory to the Town of Acton, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence; and

(c) The Town of Acton shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the Commonwealth of Massachusetts or any agency, authority, branch, division, office or subdivision of the Commonwealth of Massachusetts, nor shall the Town of Acton be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by the Town of Acton nor to take a position inconsistent with a position previously taken and made public by the Town of Acton.

8.5 Compliance with Insurance Requirements. Throughout the Term of this Lease, Tenant, at its expense, shall observe and comply with the requirements of all policies of public

liability, casualty and all other policies of insurance required to be supplied by Tenant at any time in force with respect to the Premises, and Tenant shall, without limiting any other requirements of this Lease, in the event of any violation or any attempted violation of the provisions of this Section by any Tenant Party, take all reasonable steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

8.6 Property Management. Tenant will either manage the Premises personally or hire a reputable and experienced property management company to manage the Premises in accordance with legally applicable guidelines (if any) in effect from time to time with respect to the management of affordable rental housing in the Town of Acton. If Tenant will not personally manage the Premises, prior to the Final Completion Date, Tenant shall submit to the Town of Acton (a) the name of Tenant's proposed property management company, (b) evidence that such company has (i) a good business and character reputation in the community, and (ii) proven property management experience with affordable housing developments, and (c) the identity, background and experience of the senior operational officer, and all agents and employees who will be engaged in the management of the Premises.

ARTICLE 9

RESIDENT SELECTION; AFFORDABILITY COMMITMENTS

9.1 Resident Selection. Prior to selecting residents (each, along with their families, a "**Resident**" or Household; Household being further defined in Section 9.2 below) of the residential rental units, Tenant shall submit to the Town of Acton for approval initial resident selection policies and criteria for the affordable housing rental facility, which approval shall not be unreasonably withheld, conditioned or delayed (the resident selection policies and criteria approved by the Town of Acton are hereinafter referred to as the "**Resident Selection Criteria**"). Tenant shall promptly adopt the Resident Selection Criteria. The Resident Selection Criteria shall comply with the following requirements:

- (a) Provide for a preference for residents of the Town of Acton for at least 70% of the affordable housing units, to the extent allowed by Legal Requirements;
- (b) Be consistent with the Affordability Commitments (as defined in Section 9.3 below);
- (c) Provide for (i) the selection of Households from a written waiting list in the chronological order of their application, insofar as practicable and (ii) the prompt written notification to any rejected applicant of the grounds for any rejection, to the extent allowed by Legal Requirements;

Utilize a fair and impartial selection procedure for potential Residents based on the Resident Selection Criteria, which shall be made available to such potential Residents upon request. The Tenant shall not discriminate against potential Residents on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the rental unit or in connection with the

employment or application for employment of persons for the operation and management of the Premises. In addition, the Tenant shall not discriminate against, or refuse to lease, rent or otherwise make available a rental unit to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or to a holder of a comparable document evidencing participation in HUD's Home Investment Partnership (the "**HOME Program**") tenant-based assistance program because of the status of the prospective Resident as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

9.2 Definitions. For purposes of this Article 9, "**the Section 8 Program**" means Section 8 of the Housing Act of 1937, as amended by the Housing and Community Development Act of 1974 (and the federal regulations thereunder at 24 C.F.R. Part 800 et seq.); "**the Section 8 Regulations**" means regulations promulgated by HUD under Section 8 of the Housing Act of 1937; "**Household**" means one or more individuals occupying a rental unit and satisfying the standards adopted by HUD or any successor federal agency under the Section 8 Regulations; "**BMSA**" means the Boston-Cambridge-Quincy, MA-NH Metropolitan Statistical Area (the "Area") established from time to time by the U.S. Bureau of the Census; "**Fair Market**" means the value of any rental unit in an arms-length transaction with a disinterested tenant; "**Adjusted Income**" shall be as defined in the federal regulations at 24 C.F.R. §813.102 using assumptions provided by HUD; "**Aggregate Annual Household Income**" means the anticipated total income from all sources received by all current members of the Household aged eighteen (18) years or older, including all net income derived from assets for the twelve (12) month period following the effective date of certification of income, and including and excluding those certain types of income as set forth in, and as determined in accordance with federal regulations at 24 C.F.R. Part 813; "**Median Income**" means the median Household income for the BMSA set forth in or calculated pursuant to the Section 8 Regulations. If HUD discontinues publication of Median Income statistics, then the Town of Acton shall designate another method of determining Median Income.

9.3 Affordability Commitments. From and after the Final Completion Date until the expiration or earlier termination of the Term of this Lease, Tenant covenants to operate multifamily housing on the Premises in accordance with the affordability commitments (the "**Affordability Commitments**") set forth below; provided, however, that if these Affordability Commitments conflict with applicable requirements of the Internal Revenue Code or Rules or Regulation promulgated pursuant thereto or Legal Requirements, the Town of Acton and the Tenant agree to work in good faith to ensure that the Affordability Commitments are fulfilled to the maximum extent possible consistent therewith:

(a) No less than 40% of the residential rental units will be leased to Households with Aggregate Annual Income less than or equal to sixty percent (60%) of Median Income. (In the alternative, at the Tenant's option based on the requirements of its Subsidizing Agency as required for the Chapter 40B comprehensive permit, and upon written notice to the Town of Acton, no less than 20% of the residential rental units will be leased to Households with Aggregate Annual Income less than or equal to fifty percent (50%) of Median Income.) The monthly rent charged to any such Household occupying a rental unit shall not exceed the lesser of:

(i) The Fair Market Rent as established by HUD under regulations promulgated at 24 C.F.R. §888.11 for a comparable rental unit in the Area, less the monthly allowance for those utilities and services (excluding telephone), if any, to be paid directly by the Household occupying the rental unit; or

(ii) An amount equal to thirty percent (30%) of the monthly Adjusted Income of a Household whose gross income equals sixty percent (60%) (or such higher or lower percentage as may be established by subparagraph (a)) of the Median Income, adjusted for number of bedrooms in the rental unit. In determining the maximum monthly rent that may be charged for the rental unit under this clause (ii), the Tenant shall subtract from the above amount an allowance for utilities and services (excluding telephone), if any, to be paid directly by the Household occupying the rental unit.

(b) As a condition to occupancy of an affordable unit, each potential Resident shall be required to sign and deliver to Tenant an income certification using a form adopted for such use by Tenant and reasonably approved by the Town of Acton.

(c) Tenant shall ensure that all affordable housing units shall be of comparable quality to the other units in the Premises, and, to the greatest extent practicable, shall be dispersed evenly throughout the Premises. If the Improvements are comprised of more than one (1) building, each building shall have a proportionate share of affordable housing units.

9.4 Lease Form. Tenant shall not include in any lease for a rental unit any provisions which conflict with or violate Massachusetts or Federal law. Each lease for a rental unit shall be for a term of not less than one (1) year, unless otherwise mutually agreed to by and between Tenant and the Resident, and shall require the Resident to provide information required for the Tenant to meet its reporting requirements under this Lease. Tenant may not terminate the tenancy or refuse to renew the lease of Residents except (i) in the reasonable judgment of the Tenant for serious or repeated violation of the terms and conditions of the lease for the rental unit, (ii) for violations of applicable federal, state or local law, or (iii) for other good cause. Any termination or refusal to renew, excepting any notice to quit for nonpayment of rent, must be preceded by not less than thirty (30) days written notice by the Tenant served on the Resident, which notice shall specify the grounds for termination or refusal to renew. A notice to quit for nonpayment of rent must be preceded by not less than fourteen (14) days written notice by the Tenant served on the Resident.

9.5 Records and Annual Report. Tenant covenants and agrees to secure and maintain on file for inspection and copying by the Town of Acton such information, reports and certifications as the Town of Acton may reasonably require in writing in order to ensure that the Affordability Commitments are being complied with. Tenant further covenants and agrees to notify the Town of Acton in writing if Tenant discovers non-compliance with any restrictions hereunder. The Tenant represents, warrants and covenants that the determination of whether a Household meets the income requirements set forth herein shall be made by Tenant at the time of leasing or renting a rental unit and thereafter at least annually on the basis of the then current income of such Household. The Tenant shall maintain as part of its records copies of leases of the rental unit and all initial and annual income certifications by the Household occupying the rental unit. Within ninety (90) days after the end of each calendar year, the Tenant shall provide

to the Town of Acton an annual report, in a form previously approved by the Town of Acton, consisting of certifications regarding the size, the aggregate annual and monthly gross and Adjusted Income, head of Household characteristics, rent and rental assistance of the Households occupying the rental units (the "Tenant's Annual Report"). With respect to any Household that moved into a rental unit in the prior year, the Annual Report shall also include the foregoing certifications for such Household at the time of its initial occupancy of any rental unit. The Annual Report shall contain such supporting documentation as the Town of Acton shall reasonably require. In addition to the foregoing, the Tenant shall keep such additional records and prepare and submit to the Town of Acton such additional reports as the Town of Acton may deem necessary to ensure compliance with the requirements of this Lease and the HOME Program (if applicable).

9.6 Rental Unit Standards. The Tenant covenants, agrees and warrants that the residential rental units at all times shall be suitable for occupancy and in compliance with all local health, safety and building codes. The Town of Acton shall have the right to enter the Premises upon reasonable notice and at reasonable times to inspect the same and to verify compliance with the aforesaid codes.

9.7 Public Safety Screening. In light of the location of a public school in relative close proximity to the Premises, Tenant will use best efforts (to the extent that any such efforts are legally permissible) to ensure that the residential rental units are not occupied by individuals who have ever been convicted of sexual crimes or offenses. In conjunction therewith, Tenant will use best efforts (to the extent that any such efforts are legally permissible) to require each applicant for a lease for a residential rental unit to certify that he or she (or any member of the applicant's intended Household [as defined in Section 9.2 below]) has never been convicted of a sexual crime or offense. In addition, Tenant shall review all public records (to the extent legally permissible) to ascertain the truthfulness of any certification delivered by an applicant under this Section 9.7.

ARTICLE 10

DAMAGE OR DESTRUCTION

Tenant shall give prompt written notice to the Town of Acton after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises. If the whole or any part of the Premises be damaged or destroyed by any cause whatsoever, whether insured or uninsured, at any time during the Term of this Lease, Tenant will, irrespective of insurance proceeds, promptly commence to replace or repair the portion of the Premises that is damaged or destroyed, and complete such repair and/or restoration with due diligence and at its sole cost and expense, with such changes, alterations or modifications as are reasonably determined by Tenant so long as such changes, alterations or modifications (a) do not diminish the overall utility for the Permitted Uses, and (b) comply with the aesthetic requirements contained in the RFP. The parties recognize that such damage or destruction may require emergency replacement or repair. Tenant will be entitled to all insurance proceeds in order to effect such replacement, modifications or alterations. However, if (i) Tenant reasonably determines that replacement and repair of the Premises is not in furtherance of the Permitted Uses or that the continued operation of the Premises after such replacement and repair in substantially the same manner as conducted

prior to the damage or destruction will not be economic and feasible, and (ii) the damage to or destruction of the Premises was covered by such property insurance as may be required pursuant to Article 7 hereof or by insurance otherwise carried by Tenant, and (iii) upon the Town of Acton's request, Tenant demolishes any destroyed buildings and secures any damaged buildings, in each case to a safe condition reasonably satisfactory to the Town of Acton and in compliance with Legal Requirements, then Tenant may elect, within one hundred eighty (180) days after the date of such casualty, not to repair or replace the portion of the Premises damaged and may terminate this Lease by giving notice to the Town of Acton (the "Casualty Termination Notice"). After delivery of the Casualty Termination Notice to the Town of Acton, (i) Tenant will vacate the Premises as soon as reasonably possible; and (ii) assign to the Town of Acton all of its right, title and interest in and to any and all insurance proceeds related to such casualty. Tenant's obligations pursuant to Section 10.1(iii) shall survive the termination of the Lease.

ARTICLE 11

TAKING

11.1 Award. In the event that the Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between the Town of Acton and Tenant and those authorized to exercise such right (any such matters being herein referred as a "Taking"), the Town of Acton and Tenant shall have the right to participate in any Taking proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses therein.

11.2 Termination.

(a) If at any time during the Term of this Lease there shall be a Taking of the whole or substantially all of the Premises, this Lease shall terminate and expire on the earlier of (i) the date upon which the condemning authority takes possession of the real estate subject to the Taking; or (ii) the date title to the real estate is vested in the condemning authority. Rent hereunder shall be paid to the date of such Taking. For the purpose of this Article, "substantially all of the Premises" shall be deemed to have been taken if the untaken part of the Premises shall be insufficient for the restoration of the Improvements such as to allow the economic and feasible operation thereof by Tenant. Tenant's interest in any Taking award will equal the value to Tenant of the remaining Term of this Lease, the value to Tenant of the use and enjoyment of the Improvements minus the expected cost to remove the same, and Tenant's relocation expenses insofar as relocation expenses are paid by the Taking authority (collectively, the "Tenant's Share"). The Town of Acton's interest in any taking by Condemnation will equal the value of its fee interest plus the remaining interest in the Improvements (the "Town of Acton's Share"). All awards from the Taking will be divided between Tenant and the Town of Acton in the proportion that Tenant's Share bears to the Town of Acton's Share. Notwithstanding the foregoing, however, the Town of Acton shall not share in any Taking award with respect to the Improvements unless and until the unpaid balance of the Permitted Institutional Mortgage (as defined in Section 13.2 below) on the Premises, if any, is paid in full, all such Taking proceeds being used first to pay off and discharge such Permitted Institutional Mortgage.

(b) Tenant's Obligations Survive. No such termination of this Lease under this Article 11 shall release Tenant from any obligation hereunder for Rent accrued or payable for or during any period prior to the effective date of such termination, and any prepaid rent and insurance premiums beyond the effective date of such termination shall be adjusted.

11.3 Insubstantial Taking. If a portion of the Premises is taken and Section 11.2 does not apply, then this Lease will automatically terminate on the date of the Taking only as to the portion of the Premises Taken and this Lease will continue in full force and effect with respect to the remaining portion of the Premises with Base Rent proportionately reduced. In such event, any partial Taking award shall be paid first to the Tenant in an amount equal to the greater of (i) the unamortized cost of any Improvements constructed by Tenant on the portion of the Premises subject to the Taking; or (ii) the amount necessary to discharge or, if such amount is insufficient, to reduce any Permitted Institutional Mortgage. The balance, if any, of the Taking award shall be paid to the Town of Acton.

11.4 Temporary Taking. If the whole or any part of the Premises shall be the subject of a temporary Taking of ninety (90) days or less, this Lease shall remain in full force, including, without limitation, the Term hereof and Tenant's obligation to pay Rent hereunder, and Tenant shall be entitled to receive the entirety of any award so made for the period of the temporary Taking which is within the Term.

ARTICLE 12

ENVIRONMENTAL

12.1 Environmental Laws Defined. "Environmental Laws" means, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("SARA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass. Gen. L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass. Gen. L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass. Gen. L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, Mass. Gen. L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material (as defined in Section 12.4 below) or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage

tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

12.2 Tenant's Environmental Representations, Warranties and Covenants. Tenant hereby represents, warrants and covenants as follows:

(a) Except as may be permitted by and only in accordance with Environmental Laws, Tenant shall not allow any Hazardous Materials (as defined in Section 12.4 below) to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises. Without limiting the generality of the foregoing, Tenant is not, and will not become, involved in operations at the Premises involving Hazardous Materials, except as expressly permitted by Legal Requirements.

(b) No activity shall be undertaken on the Premises by Tenant which would cause (i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

(c) Tenant shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws (and in all events in a manner reasonably satisfactory to the Town of Acton), take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of all releases of Hazardous Materials at or from the Premises including all removal, containment and remedial actions. Tenant shall pay or cause to be paid at no expense to the Town of Acton all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Premises.

(d) Tenant, upon execution of this Lease, shall furnish the Town of Acton with a copy of any Material Safety Data Sheets and any updates thereto or any list of substances listed on the so-called Massachusetts Substance List, established pursuant to Mass. Gen. L. c. 111F which Tenant is required to prepare, file or maintain pursuant to said chapter for any substances used or stored on the Premises. If said Material Safety Data Sheets or lists should be changed or updated during the Term of this Lease, Tenant shall promptly furnish a copy of such updated or changed Material Safety Data Sheets or list to the Town of Acton.

12.3 The Town of Acton's Environmental Representations, Warranties and Covenants. The Town of Acton hereby represents, warrants and covenants as follows:

(a) Except for Existing Contamination (hereinafter defined), neither the Town of Acton nor, to the Town of Acton's knowledge, the Premises (i) has received notice of any private or governmental lien or judicial or administrative notice, order or action relating to Hazardous Materials or environmental liabilities or violations with respect to the Premises, or (ii) is in, or with any applicable notice or lapse of time, or failure to take certain curative or remedial actions, will be in, either direct or indirect violation of any Environmental Laws. For purposes

hereof, "Existing Contamination" shall mean any and all pollution or contamination caused by any Hazardous Material that previously existed or exists in, or was released onto the Premises as of the Commencement Date, the types and quantities of which have been disclosed in the environmental assessment reports described in **Exhibit E**.

(b) No activity shall be undertaken on the Premises by the Town of Acton which would cause (i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

12.4 Hazardous Materials Defined. For purposes of this Lease, "**Hazardous Materials**" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Law.

12.5 Notices.

(a) Tenant shall provide the Town of Acton with copies of any notices of releases of Hazardous Materials which are given by or on behalf of Tenant to any federal, state or local agencies or authorities with respect to the Premises. Such copies shall be sent to the Town of Acton concurrently with mailing or delivery to the governmental agencies or authorities. Tenant also shall provide the Town of Acton with copies of any notices of responsibility or any other notices received by or on behalf of Tenant from any such agencies or authorities concerning any non-compliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Premises. In addition, in connection with any litigation or threat of litigation affecting the Premises, Tenant shall deliver to the Town of Acton any documentation or records as the Town of Acton may reasonably request and which are in Tenant's possession and may be lawfully delivered to the Town of Acton, and the Town of Acton shall deliver to Tenant any documentation or records as Tenant may reasonably request and which are in the Town of Acton's possession and may be lawfully delivered to Tenant.

(b) Tenant or the Town of Acton shall immediately notify the other party in writing should Tenant or the Town of Acton become aware of (iii) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject the Town of Acton, Tenant or the Premises to a Claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or

use of the Premises under any Environmental Laws; (iv) any lien filed, action taken or notice given of the nature described in Sections 12.2(b) or 12.3(b) above; (v) any notice given to Tenant from any occupant of the Premises or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (vi) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Premises.

12.6 Environmental Indemnity. Tenant hereby presently, unconditionally, irrevocably and absolutely agrees to pay, indemnify, defend with counsel acceptable to the Town of Acton and save harmless the Town of Acton Parties for, from and against any and all Claims (including, without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of CERCLA), of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any of the Town of Acton Parties and arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter described herein, relating to the Premises occurring during the Lease Term (including any holdover or extension thereof), or as a consequence of any of Tenant's or the Town of Acton's interest in or operation of the Premises, including, without limitation, matters arising out of any breach of Tenant's covenants, representations and warranties occurring during the Lease Term (including any holdover or extension thereof). Tenant does further agree and covenant that except as otherwise set forth in this Lease, none of the Town of Acton Parties shall assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials, or other wastes or materials on or relating to the Premises regardless of any inspections or other actions made or taken by the Town of Acton on such property or as a result of any re-entry by the Town of Acton onto the Premises or otherwise. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive termination of this Lease. In addition, the covenants and indemnities of Tenant contained herein shall survive any exercise of any remedy by the Town of Acton under the Lease. Tenant agrees that the indemnification granted herein may be enforced by any of the Town of Acton Parties; provided, however, that nothing contained herein shall prevent the Town of Acton from exercising any other rights under the Lease.

12.7 Survival. The agreements, representations and warranties of the Town of Acton and Tenant respectively in this Article 12 shall survive the expiration or earlier termination of this Lease.

ARTICLE 13

TRANSFER OF TENANT'S INTEREST

13.1 Assignment by Tenant. Tenant will not assign, transfer or otherwise dispose of this Lease or any interest in this Lease or sublet or permit any other person (other than Permitted Sublessees as defined in Section 13.2 below) to occupy or use the Premises or any portion thereof without the prior written consent of the Town of Acton, which consent shall not be unreasonably withheld, delayed or conditioned, provided such assignee or transferee shall (i) have a good reputation in the community, (ii) use and operate the Premises for the Permitted

Uses, (iii) have substantial and successful experience in operating affordable rental housing facilities that are similar in size and nature to the Premises, and (iv) have a financial condition and creditworthiness reasonably adequate to enable such assignee or transferee to meet the obligation of the Tenant under this Lease for the remainder of the Term. The foregoing prohibition on transfers shall include any reorganization, dissolution or merger of Tenant or its general partner (if Tenant is a partnership) or managing member (if Tenant is a limited liability company), whether by operation of law or otherwise, the admission of any new general partner (if Tenant is a partnership) or managing member (if Tenant is a limited liability company), or the withdrawal of its current general partner (if Tenant is a partnership) or managing member (if Tenant is a limited liability company), a transfer of ten percent (10%) or more of the ownership interests in Tenant or its general partner (if Tenant is a partnership) or managing member (if Tenant is a limited liability company) or any similar transaction. The Town of Acton's consent to an assignment, transfer, disposition or subletting in any one instance will not waive the requirement of its consent to any subsequent assignment, transfer, disposition, or subletting.

13.2 Permitted Subletting. Tenant may enter into any sublease, license agreement or other agreement creating rights of occupancy for third parties in the residential rental units, in whole or in part ("Permitted Subleases" and each tenant thereunder, a "Permitted Sublessee"), provided that (a) the Permitted Subleases do not violate the Affordability Commitments, (b) the term of any Permitted Sublease shall end prior to the expiration of the Term, and (c) upon expiration of the Term or the earlier termination of this Lease as provided herein, all of Tenant's right, title and interest as lessor under any Permitted Subleases in effect on the date of such expiration or earlier termination shall automatically be assigned to the Town of Acton and the Town of Acton shall automatically be deemed, without the need for any instrument of transfer or assignment, to have assumed all of Tenant's obligations under such Permitted Subleases.

13.3 Leasehold Mortgages.

(a) Institutional Mortgages. Notwithstanding anything to the contrary contained in this Lease, Tenant may, upon prior written notice to the Town of Acton, from time to time, encumber, hypothecate or mortgage its interest in the Premises with one or more mortgages, assignments of leasehold interest or any other security instruments in favor of an institutional lender or lenders as partial security for a loan or loans (a "Permitted Institutional Mortgage" and the holder of such Permitted Institutional Mortgage, a "Permitted Institutional Mortgagee"). Each such Permitted Institutional Mortgage shall be expressly subject to the terms and conditions of this Lease. Tenant shall promptly deliver to the Town of Acton a true copy of the Permitted Institutional Mortgage and any assignment thereof. Tenant shall notify the Town of Acton of the address of the Permitted Institutional Mortgagee to which notices may be sent. The Town of Acton and Tenant hereby agree that there shall be no cancellation, surrender or any modification of this Lease that would adversely affect such Permitted Institutional Mortgagee's rights hereunder without the prior consent in writing of the Permitted Institutional Mortgagee.

(b) Permitted Institutional Mortgages not Assignment. For the purpose of this Article 13, the making of a Permitted Institutional Mortgage shall not be deemed to constitute an assignment or transfer of this Lease, nor shall any Permitted Institutional Mortgagee, as such, be deemed an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such Permitted Institutional Mortgagee, as such, to assume the performance of any of the

terms, covenants or conditions on the part of Tenant to be performed hereunder; but the purchaser at any sale of the leasehold interest created by this Lease in any proceedings for the foreclosure of any Permitted Institutional Mortgage, or the assignee or transferee of such leasehold interest under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Institutional Mortgage, shall be deemed to be an assignee or transferee (without requiring the consent of the Town of Acton pursuant to Section 13.1 above) and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment, and shall execute a written instrument assuming Tenant's obligations hereunder promptly upon request by the Town of Acton.

(c) Permitted Institutional Mortgagee Cure Rights. In the event of any default in the payment of money, Permitted Institutional Mortgagee, without being under any obligation to do so, shall have the right to cure such monetary default within ninety (90) days after the giving of notice to it by the Town of Acton. In the case of any default by the Tenant other than in the payment of money hereunder, the Town of Acton will take no action pursuant to Article 14 hereunder by reason of any such default without first giving to the Permitted Institutional Mortgagee notice thereof simultaneously with notice given to Tenant, and the right, but not the obligation, for a period of one hundred twenty (120) days after notice of such Tenant default, to cure such default, or, if such default cannot reasonably be cured within such one hundred and twenty (120) days, such longer period as is required to cure such default, including such period of time as may reasonably be required for Permitted Institutional Mortgagee to obtain possession of the Premises or title to the Tenant's leasehold estate created hereby, provided, that the Permitted Institutional Mortgagee shall have commenced cure or appropriate measures to obtain possession of the Premises or title to the Tenant's leasehold estate created hereby, within such one hundred and twenty (120) day period and thereafter continues diligently to effect such cure, or obtain such possession or title. The Permitted Institutional Mortgagee shall not be required to continue such foreclosure proceedings if the default shall be cured by Tenant; provided, further, that nothing herein shall preclude the Town of Acton from exercising any rights or remedies under this Lease with respect to any other default by Tenant during any period of such forbearance, provided the exercise of such rights or remedies are subject to the same cure rights of the Permitted Institutional Mortgagee as set forth herein. Upon the expiration of any applicable cure period, the Town of Acton shall notify the Permitted Institutional Mortgagee whether or not Tenant has effectuated a cure within said cure period. The provisions of this Section 13.3(c) are conditioned on the following provisions:

(i) Acquisition of Possession. The Permitted Institutional Mortgagee shall, within sixty (60) days after notice of such Tenant non-monetary default, notify the Town of Acton of its election to proceed with due diligence promptly to acquire possession of the Premises or to foreclose the Permitted Institutional Mortgage or otherwise to obtain ownership of Tenant's interest in this Lease. Such notice from the Permitted Institutional Mortgagee shall be accompanied by an instrument in writing wherein such Permitted Institutional Mortgagee agrees that:

A during the period that such Permitted Mortgagee shall be in possession of the Premises and so long as it remains in possession and/or during the pendency of any such foreclosure or other proceedings and until the interest of Tenant in this Lease shall

terminate or such proceeding shall be discontinued, it will pay or cause to be paid to the Town of Acton all sums from time to time becoming due hereunder during such period; and

B if delivery of possession of the Premises shall be made to such Permitted Institutional Mortgagee, whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such Permitted Institutional Mortgagee shall, promptly following such delivery of possession, perform all the covenants and agreements thereafter arising and herein contained on Tenant's part to be performed (including, but not limited to the Affordability Commitments and the payment of Rent and Additional Rent) except such covenants and agreements which cannot with the exercise of due diligence be performed by such Permitted Institutional Mortgagee. Nothing in this subclause (B) shall be construed to require such Permitted Institutional Mortgagee to perform any of the Tenant's obligations hereunder accruing after such Permitted Institutional Mortgagee ceases to be in possession.

(d) Additional Rights of Permitted Institutional Mortgagee and Town of Acton's Covenants. In addition to the matters set forth above, the Town of Acton agrees, for so long as a Permitted Institutional Mortgagee is outstanding, as follows:

(i) Notwithstanding anything to the contrary contained in this Lease, in the event that the Town of Acton would otherwise have the right to terminate this Lease by reason of any Event of Default by Tenant which cannot be cured by a Permitted Institutional Mortgagee, (e.g., an Event of Default under Section 14.2(e) below), or if a Permitted Institutional Mortgagee, its successors or assigns shall acquire Tenant's interest in this Lease, the Town of Acton will enter into an amendment or other agreement naming the Permitted Institutional Mortgagee or its nominee as Tenant hereunder for the remainder of the Term effective as of the date of such termination, upon the same terms, provisions, covenants, and agreements as herein contained, provided the Permitted Institutional Mortgagee or its nominee shall make written request upon the Town of Acton for such amendment or other agreement within sixty (60) days after the later of (a) the date of such termination or acquisition, or (b) date of receipt of notice of the termination;

(ii) The Town of Acton and Tenant shall not (i) consent to any action taken or to be taken, the result of which would diminish or impair the priority of a Permitted Institutional Mortgage; or (ii) subordinate or consent to the subordination of this Lease to any subsequent, underlying lease or mortgage. If this Lease is rejected or disaffirmed by the Town of Acton or Tenant pursuant to any bankruptcy, insolvency, reorganization, moratorium or similar law, the Town of Acton shall offer the Permitted Institutional Mortgagee a new lease upon the same terms and conditions within ten (10) days after the date of such rejection; and

(iii) The fee title to the Premises and the leasehold estate of Tenant therein shall not merge but shall remain separate and distinct notwithstanding the acquisition of said fee title by the Town of Acton, Tenant, or any third party by purchase or otherwise.

ARTICLE 14

TERMINATION AND DEFAULT

14.1 Events of Default. Each of the following events shall be deemed an "Event of Default" hereunder:

(a) If Tenant shall fail to pay, as and when due, any payment of Rent or other sums payable under this Lease, and such failure shall continue for a period of sixty (60) days after notice from the Town of Acton to Tenant;

(b) If Tenant shall fail to comply with the provisions of Section 8.2 hereof with respect to Permitted Uses of the Premises or Section 9.2 hereof with respect to Resident Selection and Affordability Commitments;

(c) If Tenant shall fail to maintain any insurance required to be maintained by Tenant hereunder;

(d) If Tenant shall fail to perform or comply with any other of the agreements, terms, covenants or conditions in this Lease, other than those referred to in Subsections (a) - (c) of this Section 14.1, for a period of ninety (90) days after notice from the Town of Acton to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such ninety (90) day period, within such additional time reasonably necessary provided Tenant commences to cure the same within such 90-day period and thereafter prosecutes the curing of such default with diligence;

(e) If Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Tenant's leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against Tenant any such proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal;

(f) If Tenant vacates or abandons the Premises for a period of more than forty-five (45) consecutive days; *provided, however*, that Tenant shall not be deemed to have vacated or abandoned the Premises with respect to any period during with all or portions of the Premises may be vacant as a result of or in connection with work being done to repair or restore the Premises in accordance with Article 11 hereof following a casualty or partial Taking or to renovate and improve the Premises, provided that in any such case Tenant shall prosecute such work to completion as diligently and promptly as practicable;

(g) If this Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within one hundred twenty (120) days after its levy, or such further time as the Town of Acton may in its discretion allow in the event the Tenant is vigorously and in good faith contesting the attachment; and

(h) Tenant makes any assignment in violation of this Lease.

14.2 Remedies. Upon an Event of Default, the Town of Acton at any time thereafter may give written notice to Tenant specifying such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least ninety (90) days after the giving of such notice. Upon the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant under this Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Lease shall remain in full force and effect), and Tenant shall remain liable as hereinafter provided and all Improvements shall become the property of the Town of Acton without the necessity of any deed or conveyance from Tenant to the Town of Acton. Tenant agrees upon request of the Town of Acton to immediately execute and deliver to the Town of Acton any deeds, releases or other documents deemed necessary by the Town of Acton to evidence the vesting in the Town of Acton of the ownership of all Improvements. Upon such termination, the Town of Acton may re-enter the Premises and dispossess Tenant and anyone claiming by, through or under Tenant by summary proceedings or other lawful process.

14.3 Town of Acton's Right To Perform Tenant's Covenants.

(a) Upon an Event of Default, the Town of Acton may, but shall be under no obligation to, cure such default. The Town of Acton may enter upon the Premises (after five (5) days' written notice to Tenant except in the event of emergency) for any such purpose, and take all such action thereon, as may be necessary.

(b) The Town of Acton shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant thereof by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby. The Town of Acton shall use commercially reasonable efforts to minimize interference with or disruption of Tenant or Tenant's business, occupants, operators and or lessees.

(c) All reasonable sums so paid by the Town of Acton and all reasonable costs and expenses incurred by the Town of Acton, including reasonable attorneys' fees and expenses, in connection with the performance of any such act, together with interest at the Default Rate from the date of such payment or incurrence by the Town of Acton of such cost and expense until the date paid in full, shall be paid by Tenant to the Town of Acton, as Additional Rent, on demand. If the Town of Acton shall exercise its rights under this Section 14.3 to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and the Town of Acton shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such obligation to the Town of Acton upon demand. All costs incurred by the Town of Acton hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

14.4 No Waiver. No failure by either the Town of Acton or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right

or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either the Town of Acton or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by the Town of Acton or Tenant of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14.5 Injunctive Relief. In the event of any breach or threatened breach by Tenant or the Town of Acton of any of the agreements, terms, covenants or conditions contained in this Lease, the Tenant or Town of Acton shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

14.6 Remedies Cumulative. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Town of Acton or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 15

SURRENDER; HOLD-OVER

15.1 Surrender.

(a) Tenant shall on the last day of the Term, or upon any earlier termination of this Lease, (i) quit and peacefully surrender and deliver up the Premises, to the possession and use of the Town of Acton without delay and in good order, condition and repair, (ii) remove its Improvements, and (iii) restore the Premises to their pre-existing condition in accordance with Section 3.6 above, reasonable wear and tear excepted, subject to the rights of a Permitted Institutional Mortgagee hereunder. The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing at the commencement of the Term, those permitted under this Lease or created or suffered by the Town of Acton and shall be surrendered without any payment by the Town of Acton on account of any Improvements which Tenant fails to remove in accordance with Section 3.6 hereof. Upon or at any time after the expiration or earlier termination of this Lease, the Town of Acton shall have, hold and enjoy the Premises and the right to receive all income from the same.

(b) Tenant shall remove from the Premises all personal property within thirty (30) days after the termination of this Lease and shall repair at Tenant's sole cost any damage to

the Premises caused by such removal, unless the Town of Acton permits such property to remain.

15.2 Holdover. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, then the Town of Acton may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to the Town of Acton all damages sustained by the Town of Acton resulting from retention of possession by Tenant. The provisions of this Section 15.2 shall not constitute a waiver by the Town of Acton of any right of re-entry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmation of the tenancy operate as a waiver of the Town of Acton's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

ARTICLE 16

ESTOPPEL CERTIFICATES

The Town of Acton and Tenant promptly shall execute and deliver to each other or to any Permitted Institutional Mortgagee, within fifteen (15) business days after request, a certificate as to matters customarily requested in connection with estoppel certificates, including, without limitation, whether or not (i) the Lease is in full force and effect, (ii) the Lease has been modified or amended in any respect and describing such modifications or amendments, if any, and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any. Any such certificate may be relied upon by the Town of Acton, Tenant, any Permitted Institutional Mortgagee, and any transferee or assignee of a Permitted Institutional Mortgagee.

ARTICLE 17

NON-DISCRIMINATION COVENANTS

17.1 Non-Discrimination. With respect to its exercise of all rights and privileges granted herein, Tenant agrees that Tenant, its successors in interest, sublessees, licensees, operators, and assigns shall not discriminate against any person, employee, or applicant for employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, handicap, veteran status or any other basis prohibited by law in Tenant's use of the Premises, including the hiring and discharging of employees, the provision or use of services, and the selection of suppliers and contractors.

17.2 Non-Compliance. Tenant shall defend, indemnify and hold the Town of Acton Parties harmless from and against any and all Claims of third persons resulting from Tenant's non-compliance with any of the provisions of this Article 17.

ARTICLE 18

MISCELLANEOUS

18.1 Amendments to Lease. This Lease may not be amended, modified, supplemented or extended except by a written instrument executed by the Town of Acton and Tenant.

18.2 Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be in writing and shall be delivered by hand, nationally recognized overnight express commercial service such as "Federal Express" (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, return receipt requested, addressed if to Tenant to:

Karen Frederick, President
Common Ground Development Corporation
C/O Community Teamwork Inc.
167 Dutton Street
Lowell, MA 01852

with a copy to:

Attorney Douglas C. Deschenes
One Billerica Road
Chelmsford, MA 01824

or to such other address as Tenant may from time to time designate by written notice to the Town of Acton, or if to the Town of Acton addressed to:

with a copy to: Town Manager
Town Hall
427 Main Street
Acton, MA 01720

Town Clerk
Town Hall
427 Main Street
Acton, MA 01720

or to such other address as the Town of Acton may from time to time designate by written notice to Tenant, or to such other agent or agents as may be designated in writing by either party. The earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

18.3 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of

this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.4 WAIVER. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS OR ASSIGNS UNDER OR CONNECTED WITH THIS LEASE OR ANY OF ITS PROVISIONS, ANY NEGOTIATIONS IN CONNECTION THEREWITH, OR TENANT'S USE OR OCCUPATION OF THE PREMISES.

18.5 Quiet Enjoyment. Tenant, upon paying the Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance by anyone claiming by, through or under the Town of Acton, subject, however, to the exceptions, reservations and conditions of this Lease and matters of record. The foregoing shall not create any liability on the part of the Town of Acton for any defects in or encumbrances on the Town of Acton's title existing as of the date hereof.

18.6 Integration. All prior understandings and agreements between the parties with respect to this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties.

18.7 Bind and Inure. The covenants and agreements herein contained shall bind and inure to the benefit of the Town of Acton, its successors and assigns, and Tenant, its successors and assigns.

18.8 Notice of Lease. The Town of Acton and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable form with respect to this Lease, which shall be recorded forthwith with the Middlesex County South District Registry of Deeds, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said Registry of Deeds.

18.9 Enforcement of the Town of Acton's Liability. Anything contained in this Lease to the contrary notwithstanding, but without limitation of Tenant's equitable rights and remedies, the Town of Acton's liability under this Lease shall be enforceable only out of the Town of Acton's interest in the Premises; and there shall be no other recourse against, or right to seek a deficiency judgment against, the Town of Acton, nor shall there be any personal liability on the part of the Town of Acton or any member of its board of directors, or any officer or employee of the Town of Acton, with respect to any obligations to be performed hereunder. Without limitation of the foregoing, the Town of Acton shall not be liable for any loss, damage or injury of whatever kind caused by, resulting from, or in connection with (i) the supply or interruption of water, gas, electric current, oil or any other utilities to the Premises, (ii) water, rain or snow which may leak or flow from any street, utility line or subsurface area or from any part of the Premises, or (iii) other leakage from pipes, appliances, sewer or plumbing works therein or from any other place. In no event shall the Town of Acton be liable to Tenant for any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this Lease.

18.10 No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the Town of Acton may acquire or hold, directly or indirectly, the leasehold estate hereby created or an interest herein or in such leasehold estate, unless the Town of Acton executes and records an instrument affirmatively electing otherwise.

18.11 Captions, Exhibits, Gender, Etc. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease. The exhibits to this Lease are incorporated into this Lease and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

18.12 Table of Contents. The Table of Contents proceeding this Lease but under the same cover is for the purpose of convenience and reference only and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto or amendatory thereof.

18.13 Massachusetts Law Governs. This Lease shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

18.14 Time of the Essence. Time shall be of the essence hereof.

18.15 Excavation and Shoring. If any excavation shall be made or contemplated to be made by Tenant for building or other purposes upon property or streets adjacent to or nearby the Premises, Tenant shall do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the Improvements from injury or damage and to support the same by proper foundations. All such work done by Tenant shall be at Tenant's sole cost and expense.

18.16 No Partnership or Joint Venture. Nothing contained under this Lease shall be construed to create a partnership or joint venture between the Town of Acton and Tenant or to make the Town of Acton an associate in any way of Tenant in the conduct of Tenant's business, nor shall the Town of Acton be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

18.17 Tenant Request for Consent. Tenant shall reimburse the Town of Acton for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by Tenant for the Town of Acton's consent hereunder, provided, however, that the Town of Acton shall provide Tenant with an estimate of said fees and/or expenses for Tenant's review and approval prior to incurring such costs.

18.18 Prevailing Party. In any litigation between the parties arising out of this Lease, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Lease, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this Lease.

18.19 Brokers. The Town of Acton and Tenant each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Lease. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Lease or the negotiation therefore.

18.20 Covenants Running with the Land. Tenant intends, declares, and covenants, on behalf of itself and all future holders of Tenant's interest hereunder, that this Lease and the covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and transfer of the Premises (a) shall be and are covenants running with the Premises, encumbering the Premises for the term of this Lease, binding upon Tenant and Tenant's successors-in-interest; (b) are not merely personal covenants of Tenant; and (c) the benefits shall inure to the Town of Acton.

18.21 Entire Agreement. This Lease, including all attached exhibits, contains the entire agreement between the Town of Acton and Tenant with respect to its subject matter. Except for those which are specifically set forth in this Lease, no representations, warranties or agreements have been made by the Town of Acton or Tenant to one another with respect to this Lease.

18.22 No Waiver. No waiver of any condition or agreement in this Lease by either the Town of Acton or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by the Town of Acton or the Town of Acton's agents during the Term will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by the Town of Acton. No payment by Tenant, nor receipt from the Town of Acton, of a lesser amount than the Rent, Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. The Town of Acton will accept such check for payment without prejudice to the Town of Acton's right to recover the balance of such Rent or to pursue any other remedy available to the Town of Acton. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant or Permitted Sublessees, the Town of Acton may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

18.23 Cumulative Rights. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

18.24 Counterparts. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

18.25 Non-Recourse. Notwithstanding any provision hereof to the contrary, or any other express or implied agreement between the parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Lease, and no officer, director, shareholder, general or limited partner, member, employee or agent of any party hereto or any Permitted Institutional Mortgagee shall have any personal liability whatsoever under this Lease, it being understood and agreed that the Town of Acton shall look solely to the assets of Tenant (or in the case of any Permitted Institutional Mortgagee, solely to the interest of such Permitted Institutional Mortgagee in and to the Premises) for recourse hereunder. Notwithstanding any provision in this Lease to the contrary, in the event that any Permitted Institutional Mortgagee shall acquire title to or otherwise take possession of the Premises, such Permitted Institutional Mortgagee shall have no obligation, nor incur any liability, beyond such Permitted Institutional Mortgagee's then interest, if any, in the Premises and the Town of Acton shall look exclusively to such interest of such Permitted Institutional Mortgagee, if any, in the Premises for the payment and discharge of any obligations imposed upon such Permitted Institutional Mortgagee hereunder or under the Lease, and such Permitted Institutional Mortgagee is hereby released or relieved of any other obligations hereunder and under the Lease. The Town of Acton agrees that with respect to any money judgment which may be obtained or secured by the Town of Acton against any Permitted Institutional Mortgagee, the Town of Acton shall look solely to the estate or interest owned by the Permitted Institutional Mortgagee in the Premises, or interest therein and the Town of Acton will not collect or attempt to collect any such judgment out of any other assets of such Permitted Institutional Mortgagee.

18.26 Intent and Effect. The terms and conditions of this Lease have been freely accepted by Tenant and the Town of Acton. The provisions and restrictions contained herein exist to further the purposes and goals of the Town of Acton set to create and preserve decent and affordable housing opportunities in the Town of Acton for Very Low Income Households and Low Income Households who are often denied such opportunities for lack of financial resources.

[signatures on following page]

EXECUTED as of the date first set forth above.

~~THE TOWN OF ACTON.~~

Town of Acton

By: _____

Its: _____

TENANT:

Common Ground Development Corporation

By: 

Its: *President*

Exhibits

Exhibit A – Legal Description of Premises

Exhibit B – Plot Plan of Premises

Exhibit C – Schematic Design Plans

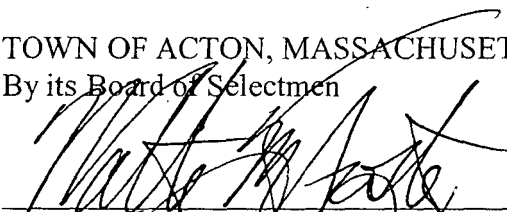
Exhibit D – Critical Path Time Schedule

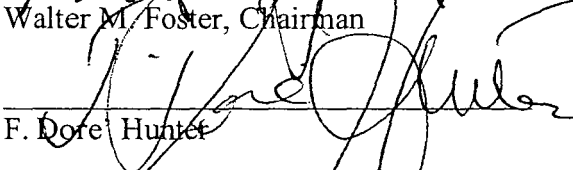
Exhibit E – Environmental Reports

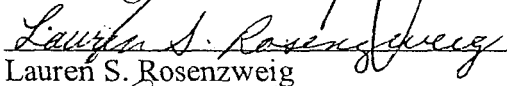
EXECUTED as of the date first set forth above.


TOWN OF ACTON, MASSACHUSETTS

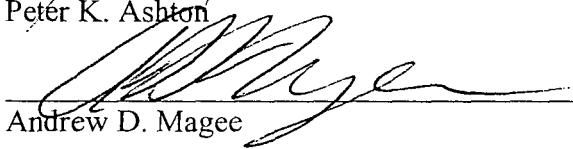
By its Board of Selectmen


Walter M. Foster, Chairman


F. Dore Hunter


Lauren S. Rosenzweig


Peter K. Ashton


Andrew D. Magee

TENANT:

Common Ground Development Corporation

By: _____

Its:

Exhibits

Exhibit A – Legal Description of Premises

Exhibit B – Plot Plan of Premises

Exhibit C – Schematic Design Plans

Exhibit D – Critical Path Time Schedule

Exhibit E – Environmental Reports

Exhibit A

LEGAL DESCRIPTION OF PREMISES

Towne Building Lease Area

The description, bounds and location of the Towne Building Lease Area are as shown on a plan entitled "Towne Building Lease Area Plan of Land, Acton, Massachusetts, (Middlesex County), owned by the Town of Acton, scale 1" = 20', dated June 2, 2003, prepared by the Town of Acton Engineering Department" ("the Lease Area Plan"). Said Lease Area Plan is on file with the Town of Acton Engineering Department. The Towne Building Lease Area is more particularly described as follows:

Beginning at a plastic stake on the sideline of Massachusetts Avenue (1907 State Highway Layout) at the intersection with Charter Road (discontinued as a Town way in 1970);

Thence: N01°-23'-30"W a distance of one hundred seventy six and sixty-two hundredths (176.62) feet to a plastic stake;

Thence: By a curved line to the right, the radius of which is twenty (20.00) feet, a distance of thirty and ninety-four hundredths (30.94) feet to a plastic stake;

Thence: N87°-15'-21"E a distance of forty two and ninety-four hundredths (42.94) feet to a plastic stake;

Thence: By a curved line to the right, the radius of which is two hundred fifty and thirty-four hundredths (250.34) feet, a distance of one hundred twenty eight and one hundredth (128.01) feet to a plastic stake;

Thence: By a curved line to the left, the radius of which is two hundred sixty six and eighty-nine hundredths (266.89) feet, a distance of ninety five and fourteen hundredths (95.14) feet to a plastic stake;

Thence: S17°-51'-00"W a distance of two hundred twenty three and forty-three hundredths (223.43) feet to a plastic stake;

Thence: N71°-58'-30"W a distance of two hundred fourteen and thirty-eight hundredths (214.38) feet to the point of beginning;

Containing, according to said Lease Area Plan, 53,773 square feet of land, more or less.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #3.

Submitted in compliance with Section 3.3 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Development Impact Report

COMPREHENSIVE PERMIT DEVELOPMENT IMPACT REPORT

The Development Impact Report (DIR) is intended to assist the Board of Appeals in its evaluation of the proposed development in the context of existing conditions and planning efforts by the Town.

The DIR seeks to summarize the broad range of issues generally associated with development plans in a form and in a language that is understandable to a layperson. It assesses development impacts that could possibly be avoided or mitigated if recognized early in the development process. Other portions of the DIR request information which will assist the Town in planning ahead to provide adequate services in the future. The Board of Appeals hopes that the DIR, early consultations with the Town staff, and the applicant's continuing cooperation throughout the development review process, will foster an atmosphere, in which a development of excellent quality and design will emerge that helps meet housing needs and is sensitive to Acton's natural and historic heritage and other community concerns.

The DIR shall be filed with a comprehensive permit application. However, it is recommended that it be given to Town staff already at the preliminary review stage, even if portions are incomplete at that time. The DIR shall clearly and methodically assess the relationship of the proposed development to the natural, physical, and social environment. In preparing the DIR, professionals of the respective fields should be consulted as necessary.

**COMPREHENSIVE PERMIT
DEVELOPMENT IMPACT REPORT**

(Please type or print information in blanks below)

1. Name of Proposed Subdivision: Old High School Commons
2. Location: 3 Charter Road, Acton, MA
3. Name of Applicant(s): Common Ground Development Corp. (CGDC)
4. Brief Description of the Proposed Project: Conversion of school into 17 rental residences, including 14 affordable and 3 market rate units
5. Name of individual preparing this DIR: Steven Joncas EVP/CEO CGDC
Address: C/O Community Teamwork Inc. 167 Dutton St. Lowell, MA 01852
Attn: Chris Defeo
Business Phone: (978) 452-3956 Fax: (978) 452-3967 E-mail: s.joncas@att.net
Professional Credentials _____

A. Site Description

7. Present permitted and actual land uses by percentage of the site.

<i>Uses</i>	<i>Percentage</i>
Industrial	
Commercial	
Residential	100%
Forest	
Agricultural	
Other (specify)	

8. Total acreage on the site: 1.23 acres.

Approximate Acreage	At Present	After Completion
Meadow or Brushland (non agriculture)		
Forested		
Agricultural (includes orchards, cropland, pasture)		
Wetland		
Water Surface Area		
Flood Plain		
Unvegetated (rock, earth, or fill)	1.00	.75
Roads, buildings and other impervious surfaces	.23	.48
Other (indicate type)		

9. List the zoning districts in which the site is located and indicate the percentage of the site in each district. *Note: include overlay zoning districts.*

<i>District</i>	<i>Percentage</i>
R-2 Residential	100%

10. Predominant soil type(s) on the site: Udorthents – Urban Land Complex

Soil drainage (Use the US Soil Conservation Service's definition)

<i>Soil Type</i>	<i>% of the Site</i>
Well drained	
Moderately well drained	100%
Poorly drained	

11. Are there bedrock outcroppings on the site? yes X no

12. Approximate percentage of proposed site with slopes between:

<i>Slope</i>	<i>% of the Site</i>
0 - 10%	90%
10 - 15%	7%
greater than 15%	3%

13. In which of the Groundwater Protection Districts is the site located? How close is the site to a public well? Zone(s) 4 Proximity to a public well: 9,000 feet

14. Does the project site contain any species of plant or animal life that is identified as rare or endangered? (Consult with the Massachusetts National Heritage Program and the Acton Natural Resources Director). yes X no

If yes, specify:

15. Are there any unusual or unique features on the site such as trees larger than 30 inches D.B.H., bogs, kettle ponds, eskers, drumlins, quarries, distinctive rock formation or granite bridges? yes X no

If yes,specify: _____

16. Are there any established footpaths running through the site or railroad right of ways? yes X no

If yes, specify: _____

17. Is the site presently used by the community or neighborhood as an open space or recreation area? ☒ yes ☐ no

Is the site adjacent to conservation land or a recreation area? ☒ yes ☐ no

If yes, specify: Adjacent to school property used as recreation

18. Does the site include scenic views or will the proposed development cause any scenic vistas to be obstructed from view? ☐ yes ☒ no

If yes, specify: _____

19. Are there wetlands, lakes, ponds, streams, or rivers within or contiguous to the site? ☐ yes ☒ no

If yes, specify: _____

20. Is there any farmland or forestland on the site protected under Chapter 61A or 61B of the Massachusetts General Laws? ☐ yes ☒ no

If yes, specify: _____

21. Has the site ever been used for the disposal of hazardous waste? ☐ yes ☒ no

Has a 21E Study been conducted for the site? ☒ yes ☐ no

If yes, specify results: Phase 1 report (Town of Acton) no evidence of hazardous waste

22. Will the proposed activity require use and/or storage of hazardous materials, or generation of hazardous waste? ☐ yes ☒ no

If yes, specify: _____

23. Does the project contain any buildings or sites of historic or archaeological significance?

(Consult with the Acton Historic Commission or the Action Historical Society.)

☒ yes ☐ no

If yes, please describe The building is eligible for listing on the National Register

24. Is the project contiguous to or does it contain a building in a local historic district or national register district? ☐ yes ☒ no

25. Is the project contiguous to any section of the Isaac Davis Trail?

☐ yes ☒ no If yes, please describe: _____

B. Circulation System

26. What is the average weekday traffic and peak hour traffic volumes generated by the proposed development?

Average weekday traffic		99.6
Average peak hour volumes	weekday morning	7.6
Average peak hour volumes	weekday evening	9.5
Average peak hour volumes	Saturday	8.0

27. Existing street(s) providing access to proposed subdivision:

Name: Massachusetts Avenue , Town Classification: State Roadway (Rte 111)

28. Existing intersection(s): list intersections located within 1000 feet of any access to the proposed development.

Massachusetts Ave./Main St., Massachusetts Ave./Charter Rd.,
Main St./Beverly Rd., Beverly Rd./Nadine Rd.

29. Location of existing sidewalks within 1000 feet of the proposed site.

Charter Rd., Massachusetts Ave., Beverly Rd., Nadine Rd

30. Location of proposed sidewalks and their connection to existing sidewalks:
See attached site plan.

31. Are there parcels of undeveloped land adjacent to the proposed site?
 yes X no

Will access to these undeveloped parcels been provided within the proposed site?
☒ yes ☐ no

If yes, please describe _____

If no, please explain why _____

C. Utilities and Municipal Services

32. What is the total number of bedrooms proposed? 29

33. If the development has a nonresidential component, what will be its use and size (s.f.)? N/A

- ### 34. Storm Drainage

- a. Describe type, location, and surface water body receiving current surface water of the site: Fort Pond Brook, thence Assabet River

b. Describe the proposed drainage system and how it will alter existing drainage patterns: Catchbasin to Water Quality Inlet to underground detention for recharge of paved surfaces. No change to existing drainage patterns.

c. Will a NPDS Permit be required? ___ yes X no

35. Estimate the fire department response time to the site (consult with Fire Dept.)

36. Schools (if residential)

a. Projected number of new school age children: 10-14

b. Distance to nearest school: Adjacent to site

E. Measures to Mitigate Impacts

Attach brief descriptions of the measures that will be taken to:

37. Prevent surface water contamination. Response: Runoff from parking area is directed through Catchbasin with oil trap hood, thence a Water Quality Inlet, thence to underground recharge chambers.

38. Prevent groundwater contamination. Response: Runoff from parking area is directed through Catchbasin with oil trap hood, thence a Water Quality Inlet, thence to underground recharge chambers.

39. Maximize groundwater recharge. Response: Runoff from parking area is to underground recharge chambers.

40. Prevent erosion and sedimentation. Response: See Erosion Control Plan in submission set.

41. Maintain slope stability. Response: All non-paved slopes will be vegetated.

42. Design the project to conserve energy.

43. Preserve wildlife habitat. Response: This development will have no impact to wildlife habitat.

44. Preserve wetlands. Response: No wetlands on-site or within 100 feet.

45. Ensure compatibility with the surrounding land uses. Response: Use is compatible with surrounding land uses.

46. Control peak runoff from the site so that the post-development rate of runoff will be no greater than the predevelopment rate of runoff for the 10-year storm event.
Response: Runoff rates are controlled through the use of the underground recharge chambers.

47. Preserve historically significant structure and features on the site. Response: The proponent plans to undertake a Certified Historic Rehabilitation in accordance with the Standards of the Secretary of the Interior.
48. To mitigate the impact of the traffic generated by the development. Response: The proposed entrance onto Massachusetts Avenue is in the same location as the historic entrance. The proposed entrance has been reviewed by MassHighway, and the Curb Cut Permit has been issued. Traffic generation is very small, and will have an insignificant impact upon Mass Highway.

Please use layman's terms where possible while still being accurate and comprehensive. Where appropriate, graphics shall be used. List sources of data, reference materials, and methodology used to determine all conclusions. Use additional sheets as necessary.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #4.

Submitted in compliance with Section 3.4 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Certified List of Parties in Interest



Town of Acton
 472 Main Street
 Acton, MA 01720
 Telephone (978) 264-9622
 Fax (978) 264-9630

Brian McMullen
 Assistant Assessor

Locus: 3 CHARTER RD
Parcel: F3-85

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
12 CHARTER RD	F2-101	ACTON BOXBORO REGIONAL HIGH SC		472 MAIN STREET	ACTON	MA	01720
441 MASS AV	F2-109	ACTON-BOXBORO REG SCHOOL DIST		472 MAIN STREET	ACTON	MA	01720
446 MASS AV	F2-119	NIMMER JEREMY		446 MASS AV	ACTON	MA	01720
442 MASS AV	F2-120	GRALLERT MARGOT		442 MASS AVE	ACTON	MA	01720
9 CHARTER RD	F3-31	TOWN OF ACTON		472 MAIN ST	ACTON	MA	01720
268 MAIN ST	F3-86-1	LEVINE LOUIS N TR	C/O MAIN ST REALTY CO	268 MAIN STREET	ACTON	MA	01720
282 MAIN ST	F3-87	CANE ELIZABETH		282 MAIN ST	ACTON	MA	01720
282 MAIN ST REAR	F3-87-1	REDSTONE TOWN HOUSE TRUST		P.O. BOX 2024	ACTON	MA	01720
421 MASS AV	F3-105	421 MASS AVE LLC		205 WILLOW ST	WALTHAM	MA	02453
274 MAIN ST #A1	F3-3A0-1	FLYNN GERALD		274 MAIN ST #A1	ACTON	MA	01720
274 MAIN ST #A2	F3-3A0-2	VANMOURIK ALBERT C		274 MAIN STREET UA2	ACTON	MA	01720
274 MAIN ST #A3	F3-3A0-3	OHLIN RICHARD R	OHLIN SHARON A	153 LITTLETON ROAD	HARVARD	MA	01451
274 MAIN ST #A4	F3-3A0-4	MURPHY JOHN E		14 BULKLEY ROAD	LITTLETON	MA	01460
274 MAIN ST #A5	F3-3A0-5	SILVERTON WILLIAM J	SILVERTON JANET E	274 MAIN ST #A5	ACTON	MA	01720
274 MAIN ST #A6	F3-3A0-6	SILMAN PAUL W		274 MAIN ST UNIT A6	ACTON	MA	01720
274 MAIN ST #A7	F3-3A0-7	GRAY CHARLES	KILLEFFER REBEKAH	274 MAIN ST #A7	ACTON	MA	01720
274 MAIN ST #A8	F3-3A0-8	ROBINSON KELLY J		274 MAIN ST #A8	ACTON	MA	01720
272 MAIN ST #B1	F3-3B0-1	CONNOLLY JAMES P		272 MAIN STREET #B1	ACTON	MA	01720
272 MAIN ST #B2	F3-3B0-2	SECUNDA SARA L		272 MAIN ST #B2	ACTON	MA	01720
272 MAIN ST #B3	F3-3B0-3	ALLARD PATRICIA L		PO BOX 2874	ACTON	MA	01720
272 MAIN ST #B4	F3-3B0-4	KANTER MICHAEL H		272 MAIN ST #B4	ACTON	MA	01720
272 MAIN ST #B5	F3-3B0-5	OSTAPENKO VIATCHESLAV	MICHKASOVA OXANA	272 MAIN ST #B5	ACTON	MA	01720
272 MAIN ST #B6	F3-3B0-6	WOOLLEY BRUCE C	EDITH S	98 GLEASONDALE RD	STOW	MA	01775
272 MAIN ST #B7	F3-3B0-7	KALP SHARON A		272 MAIN ST #B7	ACTON	MA	01720
272 MAIN ST #B8	F3-3B0-8	REILLY EDWARD F	REILLY ANNE M	272 MAIN ST #B8	ACTON	MA	01720
276 MAIN ST #C1	F3-3C0-1	LEVINE LOUIS ET UX		159-1 PROSPECT ST	ACTON	MA	01720
276 MAIN ST #C2	F3-3C0-2	CHEN LINGJI	PAN NING	276 MAIN ST #C2	ACTON	MA	01720
276 MAIN ST #C3	F3-3C0-3	DIMITROV DIMITAR G		276 MAIN ST #C3	ACTON	MA	01720
276 MAIN ST #C4	F3-3C0-4	BORISSOVA MILENA N		276 MAIN ST #C4	ACTON	MA	01720

Brian McMullen
Assistant Assessor

Locus: 3 CHARTER RD
Parcel: F3-85

Location	Parcel ID	Owner	Co-Owner	Mailing Address	City	ST	Zip
276 MAIN ST #C5	F3-3C0-5	OLOFSON JANET N		160 DEPOT RD	BOXBOROUGH	MA	01719
276 MAIN ST #C6	F3-3C0-6	XIA WEISHI	WANG YUNHUI	276 MAIN ST #C6	ACTON	MA	01720
276 MAIN ST #C7	F3-3C0-7	SMOCK JESSICA A		276 MAIN ST #C7	ACTON	MA	01720
276 MAIN ST #C8	F3-3C0-8	WRIGHT DONALD A		281 WILLIS RD	SUDBURY	MA	01776

Abutters and owners of land directly opposite on any public or private street or way and abutters to the abutters within three hundred feet of the property line all as they appear on the most recent applicable tax list.

**HEARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE
PLANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:**

Boxborough, MA 01729	Maynard, MA 01754	Concord, MA 01742	Littleton, MA 01460
Carlisle, MA 01731	Stow, MA 01775	Westford, MA 01886	Sudbury, MA 01776



Kimberly Hoyt
Assessing Clerk
Acton Assessors Office

24-Apr-08

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #5.

Submitted in compliance with Section 3.5 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Use Description

Old High School Commons, Acton, MA

Use Description

The subject property for Old High School Commons consists of 1.23 acres of land area and an existing vacant, former school building consisting of approximately 21,000 square feet. The proposed use is to convert the school building to residential use as rental housing.

The plan proposes a total of seventeen rental units. Proposed household diversity and income limits are illustrated by the following chart:

Unit Mix:	Low- Income Rental Assisted	Low- Income below 50%	Low-Income Below 60%	Market Rate	Total Units
					0
Studio	1		1	0	2
One Bedroom	1		3	1	5
Two Bedroom	1		5	2	8
Three Bedroom	1		1	0	2
					0
Total Units	4	0	10	3	17

Open space will be developed for parking to accommodate 34 spaces (2 per unit). The balance of the site will be landscaped and will include an outside patio area and outdoor seating for the residents.

The project is 100% residential. There are no non-residential uses.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #6.

Submitted in compliance with Section 3.6 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Existing Site Conditions

Old High School Commons, Acton, MA

Existing Site Conditions

The subject parcel consists of 1.23 acres. It is located at Charter Road and Massachusetts Avenue. The existing building on site is a two-story structure formerly used as a school. The building size is 21,056 square feet.

Existing uses located south of the property across Massachusetts Avenue include commercial and residential buildings and parking lots. Public school property is located to the north, west and east. School uses include private ways consisting of Charter Road and a driveway, a parking area, a school building and related recreational facilities and open space. Numerous commercial uses exist further east and south of the property. Traveling east on Massachusetts Avenue brings you to Route 27, Main Street. Uses in this highly developed area include professional offices, retail services, food establishments, a supermarket, automotive related facilities, and other convenience goods and services.

The property will not have access to Charter Road on the west property line or the school driveway on the north property line. The access to and from the property will be at a parking lot entrance located on Massachusetts Avenue. MassHighway has granted a curb cut permit for the parking lot access.

Going east toward Main Street, street elevations at Charter Rd and Massachusetts Ave are at 231.53 increasing to 233.46 after some 100 feet in distance, and then decreasing to 232.61 some 55 feet away from that point at the approximate location of the proposed curb cut to 225.84 some 240 feet further east at the school property line.

Traffic patterns include commuter traffic traveling along Massachusetts Avenue to or from Route 2 and Route 27 and school related traffic that utilizes Charter Road for access and egress to and from school facilities.

Site lines to the west on Massachusetts Avenue are unobstructed to Charter Road (located approximately 160 feet from the proposed parking lot driveway) and beyond. Site lines to the east on Massachusetts Avenue are clear for 250 feet. On site circulation is limited to one driveway providing access and egress to the 34-space parking lot. Please note that the town issues request for proposals stipulated that Massachusetts Avenue is the only access to the property and that MassHighway issued a curb cut permit for the project.

The site consists of 1.23 acres. The plan is to preserve existing trees and shrubs as appropriate. A patio area is planned for the north side of the building for resident barbecues along with walking paths around the north, west and south portions of the property. Outside seating areas will be provided along the walkways. Fencing will be constructed along the north and east property lines to prevent school children from crossing through the residential area and parking lot.

Impacts on municipal facilities including water and sewer would be minimal. The proposed development consists of seventeen units with a total of 31 bedrooms. At 75 gallons per bedroom discharge is estimated to total 2,325 gallons per day.

Efforts to address public safety include a fire protection sprinkler system throughout the building and appropriate lighting of the parking lot and walkways. School impact is expected to be minimal. The eight 2-bedroom and two 3-bedroom units are expected to generate at most 12 to 15 students.

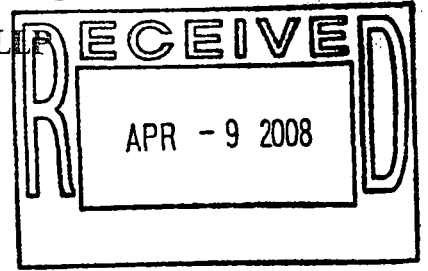
There are no wetlands on the property or wildlife areas as it was formerly used as a school.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #7.

Submitted in compliance with Section 3.7 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Recorded Plans & Deeds - Recorded Lease with Town of Acton



DEBORAH HALL ANDREWS
dandrewss@andersonkreiger.com
Direct phone: 617-621-6513
Direct fax: 617-621-6613

April 6, 2008

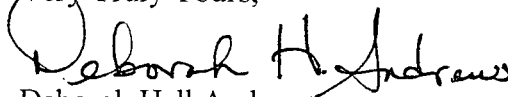
Mr. John Murray
Town Manager's Office
Town of Acton
472 Main Street
Acton, Massachusetts 01720

Re: Acton/Towne School

Dear John:

As a housekeeping matter, I am enclosing a recorded copy of the Memorandum of Lease for your records in connection with the above referenced matter. The Memorandum of Lease was recorded with the Middlesex South District Registry of Deeds in Book 50987, Page 390.

Very Truly Yours,


Deborah Hall Andrews
Senior Paralegal

Enclosure



Bk: 50987 Pg: 390 Doc: LEASE
Page: 1 of 3 04/03/2008 01:41 PM

MEMORANDUM OF LEASE

In accordance with the provisions of Massachusetts General Laws Chapter 183, Section 4, as amended, notice is hereby given of the following described lease:

Parties to Lease:

Lessor: Town of Acton

Lessee: Common Ground Development Corporation

Date of Execution: December 18, 2006.

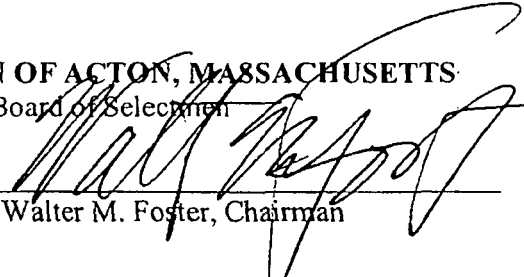
Description of Leased Premises: See Exhibit A attached hereto and made a part hereof.

Term of Lease: Fifty (50) years commencing on the earlier of (a) the date of the construction loan closing for the initial improvements under the lease or (b) October 1, 2007.

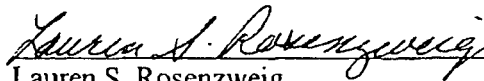
Rights of Extension or Renewal: None.

Witness the execution hereof under seal this 18 day of December, 2006 by said parties to said lease.

TOWN OF ACTON, MASSACHUSETTS
By its Board of Selectmen


Walter M. Foster, Chairman

F. Dore' Hunter

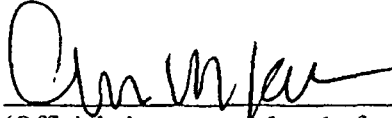

Lauren S. Rosenzweig

Peter K. Ashton


Andrew D. Magee

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF Middlesex)

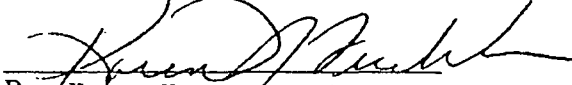
On this 18 day of December, 2006, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was known to me, to be the persons whose names are signed on the preceding document and acknowledged to me that each person signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.


(Official signature and seal of notary)

Notary Public:

My Commission Expires: Sept 26, 2008

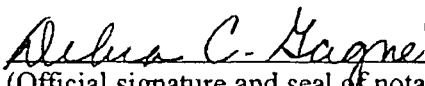
COMMON GROUND DEVELOPMENT CORPORATION


By: Karen N. Frederick
Its: President

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF Middlesex)

March, 2008.

On this 14 day of ~~December~~ March, 2008, before me, the undersigned Notary Public, personally appeared Karen N. Frederick, proved to me through satisfactory evidence of identification, which was License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as President of Common Ground Development Corporation.


(Official signature and seal of notary)

Notary Public:

My Commission Expires: 3-26-10

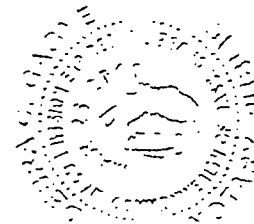


EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Towne Building Lease Area

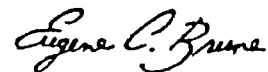
The description, bounds and location of the Towne Building Lease Area are as shown on a plan entitled "Towne Building Lease Area Plan of Land, Acton, Massachusetts, (Middlesex County), owned by the Town of Acton, scale 1" = 20', dated June 2, 2003, prepared by the Town of Acton Engineering Department" ("the Lease Area Plan"). Said Lease Area Plan is on file with the Town of Acton Engineering Department. The Towne Building Lease Area is more particularly described as follows:

Beginning at a plastic stake on the sideline of Massachusetts Avenue (1907 State Highway Layout) at the intersection with Charter Road (discontinued as a Town way in 1970);

- Thence: N01°-23'-30"W a distance of one hundred seventy six and sixty-two hundredths (176.62) feet to a plastic stake;
- Thence: By a curved line to the right, the radius of which is twenty (20.00) feet, a distance of thirty and ninety-four hundredths (30.94) feet to a plastic stake;
- Thence: N87°-15'-21"E a distance of forty two and ninety-four hundredths (42.94) feet to a plastic stake;
- Thence: By a curved line to the right, the radius of which is two hundred fifty and thirty-four hundredths (250.34) feet, a distance of one hundred twenty eight and one hundredth (128.01) feet to a plastic stake;
- Thence: By a curved line to the left, the radius of which is two hundred sixty six and eighty-nine hundredths (266.89) feet, a distance of ninety five and fourteen hundredths (95.14) feet to a plastic stake;
- Thence: S17°-51'-00"W a distance of two hundred twenty three and forty-three hundredths (223.43) feet to a plastic stake;
- Thence: N71°-58'-30"W a distance of two hundred fourteen and thirty-eight hundredths (214.38) feet to the point of beginning;

Containing, according to said Lease Area Plan, 53,773 square feet of land, more or less.

For the Town of Acton's title to the Towne Building Lease Area see the eminent domain order of taking recorded at the Middlesex South Registry of Deeds at Book 4835, Page 470 dated April 25, 1925.



Attest Middlesex S. Register

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #8.

Submitted in compliance with Section 3.8 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Legal Documents – Not Applicable. The proposed project is rental in tenure and therefore does not have condominium documents or a homeowners association.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

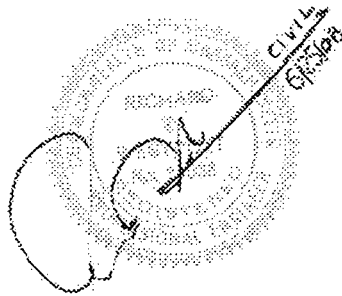
APPLICATION TAB #9.

Submitted in compliance with Section 3.9 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Drainage Calculations

WESTCOTT SITE SERVICES

60 Prospect Street, Waltham MA 02453
CIVIL ENGINEERS



DRAINAGE REPORT OLD HIGH SCHOOL COMMONS

OWNER:

Common Ground Development Corp.

DRAINAGE REPORT
OLD HIGH SCHOOL COMMONS
Massachusetts Avenue, Acton, Massachusetts

A. Summary

The development intent is to rehabilitate a currently closed school building into housing. Sitework is only that required to accommodate the parking required, (as the site currently does not have a parking lot), and the addition of a residents courtyard area with associated paths. The parcel consists of 1.23 acres. It is located at Charter Road and Massachusetts Avenue. The only existing building on site is the two-story structure formerly used as a school. The building size is 21,056 square feet.

Existing trees and shrubs will be preserved except for those in the required parking area. Fencing will be constructed along the north and east property lines to prevent school children from crossing through the residential area and parking lot.

There are no wetlands on the property or wildlife areas as it was formerly used as a school.

The Overall Watershed Area for the subject site is the site itself, as the school building is the high point. There is no off-site contributing area.

B. Existing Conditions

See the "Existing Drainage Areas" plan attached.. The watershed area drains uniformly in all compass directions. For purposes of analysis, these areas are labeled:

EN Existing North
EW Existing West
ESW Existing Southwest
ESE Existing Southeast

The existing building roof drains via 4 roof drains. The southwest roof drain outlets to daylight on the site's grass slope. The southeast roof drain outlets to a small leaching pit on-site. The northwest and northeast roof drains apparently tie into the southerly outlets. Thus the existing roof drains ½ to surface flow, and ½ to a leaching pit.

The exterior of the site is drained entirely via overland flow.

The entire site is in the Assabet River watershed.

The proposed work will not alter existing watershed areas and patterns.

Soils in the area are mapped by the Natural Resources Conservation Service as 656-Urban Land due to the fact that the entire site has already been developed. Adjacent, undisturbed soils are mapped as 103-Charlton Hollis Rock outcrop complex. This is a "Class B" soil for infiltration purposes.

There are no Endangered Species or Priority Habitats on the site.

WESTCOTT SITE SERVICES

Civil Engineers

Page 1 of 4

C. Proposed Conditions

The drainage system has been designed to fully mitigate impacts from the 10 year 24 hour storm event (statistically, the worst storm predicted in 10 years, or alternatively, the storm with a 10% chance of happening any given year). In addition, water quality of both surface and groundwater will be improved from the existing conditions.

The proposed site will have a system of a Deep Sump Catchbasin, a Water Quality Treatment Unit, underground Recharge Chambers, and Leaching Basins.

Although the roof runoff will be directed to Leaching Chambers, the pre- and post- analysis has not taken "credit" for this mitigation, and has counted the runoff as surface for purposes of comparison.

Results of the analysis are presented in the calculations that follow, and are summarized below.

Drain Area EN - PN

Storm Event	Pre	Post
2 year	0.32 cfs	0.25 cfs
10 year	0.64 cfs	0.52 cfs
100 year	1.14 cfs	0.97 cfs

Drain Area EW - PW

Storm Event	Pre	Post
2 year	0.14 cfs	0.0.14 cfs
10 year	0.29 cfs	0.29 cfs
100 year	0.54 cfs	0.54 cfs

Drain Area ESW - PSW

Storm Event	Pre	Post
2 year	0.22 cfs	0.22 cfs
10 year	0.44 cfs	0.43 cfs
100 year	0.78 cfs	0.77 cfs

Drain Area ESE - PSE

Storm Event	Pre	Post
2 year	0.60 cfs	0.65 cfs
10 year	1.19 cfs	1.10 cfs
100 year	2.11 cfs	2.72 cfs

D. Water Quality Management:

Water quality can be degraded by development as stormwater runoff comes into contact with parking and drive areas, as well as other areas subject to intense use. The "first flush" effect is the name given to the highest pollutant concentrations observed at the beginning of a storm event. Residues which have collected on paved surfaces are "flushed" at the beginning of a rain event. After this first flush is washed from the paved surface, pollutant concentrations decline throughout the remainder of the storm event. Therefore, runoff from paved surfaces will be directed through a Stormceptor Water Quality Inlet. This are classified as a "Best Management Practice" (BMP) by the DEP.

BMP's must be maintained in order to operate properly. For this reason, the following Operation and Maintenance Plan will be implemented by the property manager:

Disposal of all removed material shall be in accordance with prevailing environmental regulations.

Maintenance of "Stormceptor" Water Quality Inlet:

- a. Material in the storage section will be measured annually. When the depth of sediment is 6 inches, the sediment will be pumped out by a commercial vacuum truck, with an operator experienced in this type of machinery. Monitoring may indicate that the units need less, or more frequent service.

Maintenance Of Catchbasins:

- a. The catchbasins will be inspected at least once each season during the first year of operation.
- b. The catchbasins are also the "first line of defense" if there were a fuel spill. In the event of any accident involving a fuel spill, the catchbasins shall be inspected immediately, so that they may be cleaned before the next rainfall. Any visible oil sheen shall be cause for the sump to be vacuumed out.
- c. When the sediment at the bottom of the catchbasin sump reaches 2 feet in depth, it shall be vacuumed out, or dug out with a clamshell bucket.
- d. Monitoring may indicate that the units need less, or more frequent service

Maintenance of Recharge Infiltration Bed:

- a. Because the infiltration beds are entirely below ground, and inflow is filtered first through catchbasins, regular maintenance is not necessary. Performance of the above maintenance procedures will ensure the infiltration system will operate indefinitely.

E. Hydrological Analysis Methods:

The USDA Soil Conservation Services (SCS) hydrologic methods were used for these calculations. The analysis is based on procedures described in the SCS National Engineering Handbook, Section 4, (NEH-4) and was performed using the SCS TR-20 Computer Program for project Formulation Hydrology. The TR-20 program incorporated the methods described in NEH-4 to compute runoff,

WESTCOTT SITE SERVICES

Civil Engineers

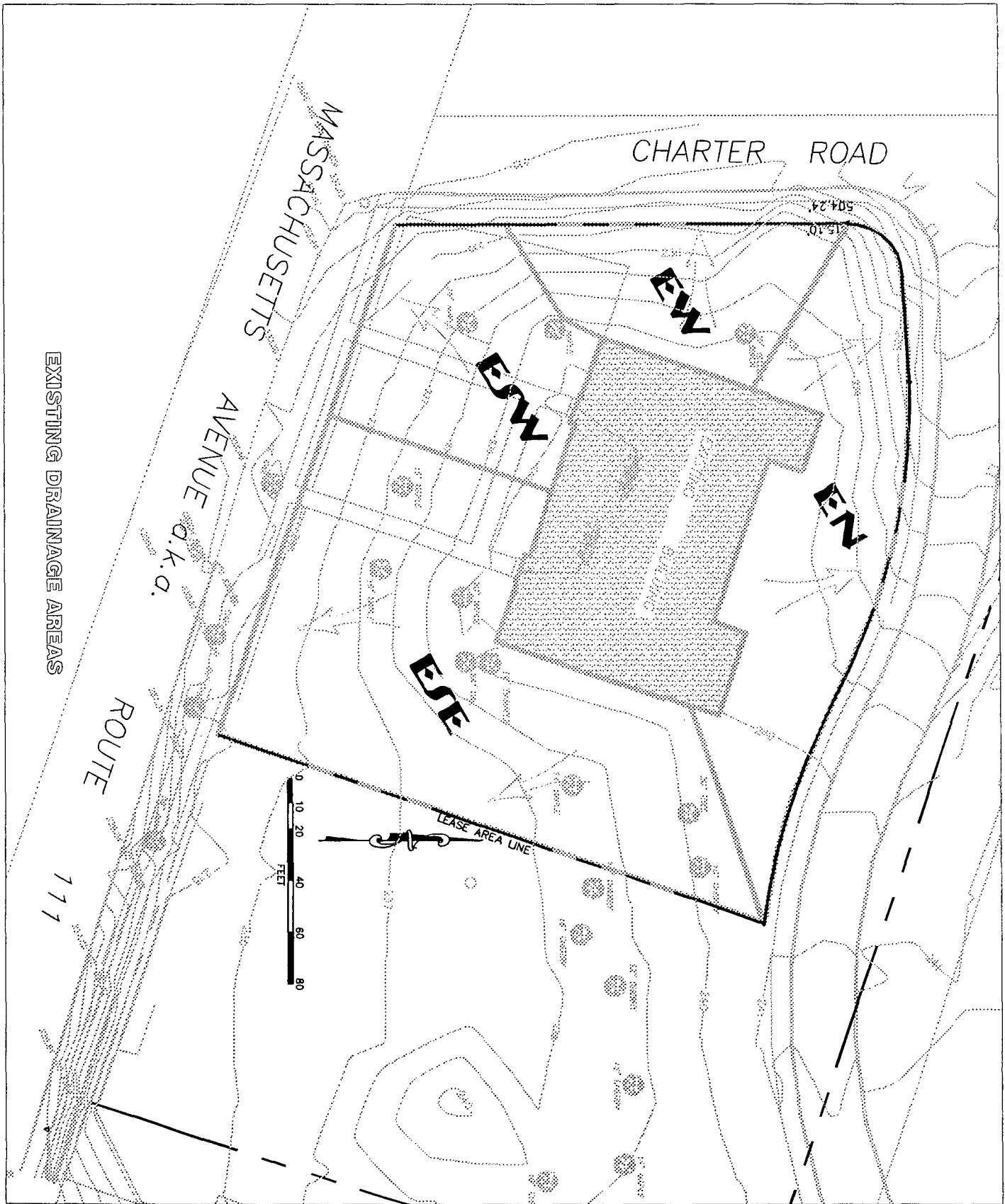
Page 3 of 4

develop flood hydrographs, and route flows through stream channels and reservoirs. It can combine routed hydrographs with tributaries and compute the peak discharges, their times of occurrence, and the water surface elevations at any desired cross section or structure.

TR-20 was used to analyze the watershed parameters for the tributary drainage areas. The SCS 24-hour, Type III rainfall distribution was used with an antecedent moisture condition of II. The 2, and 10 year storms were analyzed. Time of concentration for each watershed does not change from the existing condition due to the development's position in the watershed. Individual components, however, are sized for the shorter time of concentration within such sub-watershed.

Drainage catchbasin inlets, pipes, outfall protection, and swales were sized by calculating flow using the "Rational" formula. This formula uses standard published historical rainfall data to estimate storm intensities. The surfaces of each drainage basin are characterized according to surface and soil types, flow slope, channel length and shape, and Time of Concentration.

End of Narrative



WESTCOTT SITE SERVICES

60 Prospect Street, Waltham MA

Date: 6/23/2008

Sheet 1 of 2

Project: Acton Towne School

WSS #: 6342

Watershed: ExistingRUNOFF CURVE NUMBER: (CN) **DA-EN** Existing-North

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	821.78	80534.44	
C	Grass, good condition	74	9963.36	737288.64	
Totals			10785.14	817823.08	
			CN = 76		0.2476

RUNOFF CURVE NUMBER: (CN) **DA-EW** Existing-West

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	0	0	
C	Grass, good condition	74	5408.04	400194.96	
Totals			5408.04	400194.96	
			CN = 74		0.1242

RUNOFF CURVE NUMBER: (CN) **DA-ESW** Existing-EastSouthWest

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	843.14	82627.72	
C	Grass, good condition	74	6361.76	470770.24	
Totals			7204.9	553397.96	
			CN = 77		0.1654

RUNOFF CURVE NUMBER: (CN) **DA-ESE** Existing-EastSouthEast

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	838.47	82170.06	
C	Gravel surface	83	3501.89	290656.87	
C	Grass, good condition	74	15056.72	1114197.3	
Totals			19397.08	1487024.2	
			CN = 77		0.4453

RUNOFF CURVE NUMBER: (CN) **ROOF**

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	10407.29	1019914.4	
C	Grass, good condition	74	1830	135420	
Totals			12237.29	1155334.4	
			CN = 94		0.2809

WESTCOTT SITE SERVICES

60 Prospect Street, Waltham MA

Watershed: Proposed

Sheet 2 of 2

RUNOFF CURVE NUMBER: (CN)

DA-PN

Proposed-North

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	0	0	
C	Grass, good condition	74	9604.95	710766.3	
Totals			9604.95	710766.3	
CN = 74					0.2205

RUNOFF CURVE NUMBER: (CN)

DA-PW

Proposed-West

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	0	0	
C	Grass, good condition	74	5408.04	400194.96	
Totals			5408.04	400194.96	
CN = 74					0.1242

RUNOFF CURVE NUMBER: (CN)

DA-PSW

Proposed-SouthWest

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	843.14	82627.72	
C	Grass, good condition	74	6261.76	463370.24	
Totals			7104.9	545997.96	
CN = 77					0.1631

RUNOFF CURVE NUMBER: (CN)

DA-PCB

Proposed-To CB

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	11048	1082704	
C	Grass, good condition	74	2420	179080	
Totals			13468	1261784	
CN = 94					0.3092

RUNOFF CURVE NUMBER: (CN)

DA-PS

Proposed-South

Soil Name Hydrologic Group	Cover Description	CN Table 2-2	Area sq. ft.	Product CN x Area	Ac
	Impervious - roads and roofs	98	1369	134162	
C	Grass, good condition	74	5803	429422	
Totals			7172	563584	
CN = 79					0.1646

WESTCOTT SITE SERVICES

User Name: RTW
Project: Acton Towne School
Scenario: Existing

Date: 06-27-08
Time: 11:58:31
Page: 1

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 1
Name: EN-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.32 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	1
Type	=	SCS Curvilinear
Peak Flow (Qp)	=	3.37 (cfs)
Time to Peak (Tp)	=	3.33 (min)
Time of Base (Tb)	=	16.67 (min)
Volume	=	0.0 (ac-ft)
Shape Factor	=	484.00
Time Step:	=	2.00 (min)
Excess Rain	=	1.00 (in)
Lag Time	=	3.00 (min)

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.2476	76

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc)	=	5.00 (min)
----------------------------	---	------------

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 2
Name: EN-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.64 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	1
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	4.55 (in)
Return Period	=	10 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 3
Name: EN-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	1.14 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	1
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	6.58 (in)
Return Period	=	100 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 4
Name: EW-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.14 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	2
Type	=	SCS Curvilinear
Peak Flow (Qp)	=	1.69 (cfs)
Time to Peak (Tp)	=	3.33 (min)
Time of Base (Tb)	=	16.67 (min)
Volume	=	0.0 (ac-ft)
Shape Factor	=	484.00
Time Step:	=	2.00 (min)
Excess Rain	=	1.00 (in)
Lag Time	=	3.00 (min)

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.1242	74

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc)	=	5.00 (min)
----------------------------	---	------------

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 5
Name: EW-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.29 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	2
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	4.55 (in)
Return Period	=	10 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 6
Name: EW-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.54 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	2
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	6.58 (in)
Return Period	=	100 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 7
Name: ESW-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.22 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	3
Type	=	SCS Curvilinear
Peak Flow (Qp)	=	2.25 (cfs)
Time to Peak (Tp)	=	3.33 (min)
Time of Base (Tb)	=	16.67 (min)
Volume	=	0.0 (ac-ft)
Shape Factor	=	484.00
Time Step: "	=	2.00 (min)
Excess Rain	=	1.00 (in)
Lag Time	=	3.00 (min)

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.1654	77

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc)	=	5.00 (min)
----------------------------	---	------------

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 8
Name: ESW-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.44 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	3
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	4.55 (in)
Return Period	=	10 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 9
Name: ESW-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.78 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	3
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	6.58 (in)
Return Period	=	100 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 10
Name: ESE-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.60 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	4
Type	=	SCS Curvilinear
Peak Flow (Qp)	=	6.06 (cfs)
Time to Peak (Tp)	=	3.33 (min)
Time of Base (Tb)	=	16.67 (min)
Volume	=	0.0 (ac-ft)
Shape Factor	=	484.00
Time Step:	=	2.00 (min)
Excess Rain	=	1.00 (in)
Lag Time	=	3.00 (min)

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.4453	77

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc)	=	5.00 (min)
----------------------------	---	------------

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 11
Name: ESE-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	1.19 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	4
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	4.55 (in)
Return Period	=	10 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 12
Name: ESE-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	2.11 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	4
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	6.58 (in)
Return Period	=	100 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 13
Name: ROOF-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.74 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	5
Type	=	SCS Curvilinear
Peak Flow (Qp)	=	3.25 (cfs)
Time to Peak (Tp)	=	3.33 (min)
Time of Base (Tb)	=	16.67 (min)
Volume	=	0.0 (ac-ft)
Shape Factor	=	484.00
Time Step:	=	2.00 (min)
Excess Rain	=	1.00 (in)
Lag Time	=	3.00 (min)

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 14
Name: ROOF-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	1.07 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	5
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	4.55 (in)
Return Period	=	10 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number:	15
Name:	ROOF-100yr
Type:	Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	1.56 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	5
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	6.58 (in)
Return Period	=	100 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

User Name: RTW
Project: Acton Towne School
Scenario: Proposed

Date: 06-27-08
Time: 11:55:54
Page: 1

OUTLET STRUCTURE REPORT

Structure Number : 8
Type : User-Defined Rating Curve
Name : Infilt 10 units

[RATING CURVE LIMIT]

Minimum Elevation	=	231.00	(ft)
Maximum Elevation	=	236.30	(ft)
Elevation Increment	=	1.00	(ft)

[USER-DEFINED ELEVATION AND DISCHARGE]

Elevation (ft)	Discharge (cfs)
----------------	-----------------

231.00	0.00
232.00	0.12
233.00	0.34
234.00	0.52
235.00	0.75
236.00	0.86
236.30	0.90

[MAXIMUM DISCHARGE]

Q	=	0.90	(cfs)
---	---	------	-------

[USER-DEFINED STAGE VS. DISCHARGE]

Elevation (ft)	Stage (ft)	Discharge (cfs)
----------------	------------	-----------------

231.00	0.00	0.00
232.00	1.00	0.12
233.00	2.00	0.34
234.00	3.00	0.52
235.00	4.00	0.75
236.00	5.00	0.86
236.30	5.30	0.90

OUTLET STRUCTURE REPORT

Structure Number : 4
Type : User-Defined Rating Curve
Name : DB overflow 1 CB

[RATING CURVE LIMIT]

Minimum Elevation	=	236.00	(ft)
Maximum Elevation	=	236.30	(ft)
Elevation Increment	=	0.10	(ft)

[USER-DEFINED ELEVATION AND DISCHARGE]

Elevation (ft)	Discharge (cfs)
----------------	-----------------

WESTCOTT SITE SERVICES

236.00	0.00
236.30	5.20

[MAXIMUM DISCHARGE]

Q

=

5.20

(cfs)

[USER-DEFINED STAGE VS. DISCHARGE]

Elevation (ft)	Stage (ft)	Discharge (cfs)
236.00	0.00	0.00
236.10	0.10	1.73
236.20	0.20	3.47
236.30	0.30	5.20

WESTCOTT SITE SERVICES

User Name: RTW
Project: Acton Towne School
Scenario: Proposed

Date: 06-27-08
Time: 11:56:42
Page: 1

RESERVOIR REPORT

Reservoir Number: 4
Name: 10 Rtndo

[RESERVOIR STAGE STORAGE/DISCHARGE]

Elevation (ft)	Stage (ft)	Storage (cu ft)	Discharge (cfs)
231.00	0.00	0.0	0.00
232.00	1.00	246.5	0.12
233.00	2.00	447.0	0.35
234.00	3.00	647.5	0.53
235.00	4.00	848.0	0.75
236.00	5.00	948.3	0.86

Maximum Storage	=	952.0 (cu ft)
Maximum Discharge	=	6.10 (cfs) (Overflow CB)

WESTCOTT SITE SERVICES

User Name: RTW
Project: Acton Towne School
Scenario: Proposed

Date: 06-27-08
Time: 11:51:56
Page: 1

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 1
Name: PN-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.25 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	1
Type	=	SCS Curvilinear
Peak Flow (Qp)	=	3.00 (cfs)
Time to Peak (Tp)	=	3.33 (min)
Time of Base (Tb)	=	16.67 (min)
Volume	=	0.0 (ac-ft)
Shape Factor	=	484.00
Time Step:	=	2.00 (min)
Excess Rain	=	1.00 (in)
Lag Time	=	3.00 (min)

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.2205	74

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc)	=	5.00 (min)
----------------------------	---	------------

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 2
Name: PN-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.52 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	1
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	4.55 (in)
Return Period	=	10 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 3
Name: PN-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.97 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	1
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	6.58 (in)
Return Period	=	100 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 4
Name: PW-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.14 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	2
Type	=	SCS Curvilinear
Peak Flow (Qp)	=	1.69 (cfs)
Time to Peak (Tp)	=	3.33 (min)
Time of Base (Tb)	=	16.67 (min)
Volume	=	0.0 (ac-ft)
Shape Factor	=	484.00
Time Step:	=	2.00 (min)
Excess Rain	=	1.00 (in)
Lag Time	=	3.00 (min)

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.1242	74

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc)	=	5.00 (min)
----------------------------	---	------------

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 5
Name: PW-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.29 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

WESTCOTT SITE SERVICES

[UNIT HYDROGRAPH INFORMATION]

Number = 2

[RAINFALL DESCRIPTION]

Distribution Type = SCS III
Total Precipitation = 4.55 (in)
Return Period = 10 (yr)
Storm Duration = 24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 6
Name: PW-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp) = 0.54 (cfs)
Time to Peak (Tp) = 724.00 (min)
Time of Base (Tb) = 1456.39 (min)
Volume = 0.0 (ac-ft)
Time Step = 2.00 (min)
Flow Multiplier = 1.00

[UNIT HYDROGRAPH INFORMATION]

Number = 2

[RAINFALL DESCRIPTION]

Distribution Type = SCS III
Total Precipitation = 6.58 (in)
Return Period = 100 (yr)
Storm Duration = 24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 7
Name: PSW-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp) = 0.22 (cfs)
Time to Peak (Tp) = 724.00 (min)
Time of Base (Tb) = 1456.39 (min)
Volume = 0.0 (ac-ft)
Time Step = 2.00 (min)
Flow Multiplier = 1.00

[UNIT HYDROGRAPH INFORMATION]

Number = 3
Type = SCS Curvilinear
Peak Flow (Qp) = 2.22 (cfs)
Time to Peak (Tp) = 3.33 (min)
Time of Base (Tb) = 16.67 (min)
Volume = 0.0 (ac-ft)
Shape Factor = 484.00
Time Step = 2.00 (min)
Excess Rain = 1.00 (in)
Lag Time = 3.00 (min)

WESTCOTT SITE SERVICES

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.1631	77

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc)	=	5.00 (min)
----------------------------	---	------------

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 8
Name: PSW-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.43 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	3
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	4.55 (in)
Return Period	=	10 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 9
Name: PSW-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.77 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	3
--------	---	---

WESTCOTT SITE SERVICES

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	6.58 (in)
Return Period	=	100 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 10
Name: PS-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.25 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	6
Type	=	SCS Curvilinear
Peak Flow (Qp)	=	2.24 (cfs)
Time to Peak (Tp)	=	3.33 (min)
Time of Base (Tb)	=	16.67 (min)
Volume	=	0.0 (ac-ft)
Shape Factor	=	484.00
Time Step:	=	2.00 (min)
Excess Rain	=	1.00 (in)
Lag Time	=	3.00 (min)

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.1646	79

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc)	=	5.00 (min)
----------------------------	---	------------

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 11
Name: PS-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.47 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	6
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	4.55 (in)
Return Period	=	10 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 12
Name: PS-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.82 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	6
--------	---	---

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	6.58 (in)
Return Period	=	100 (yr)
Storm Duration	=	24.00 (hr)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 13
Name: ROOF-2yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.74 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.0 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

[UNIT HYDROGRAPH INFORMATION]

Number	=	5
Type	=	SCS Curvilinear
Peak Flow (Qp)	=	3.25 (cfs)
Time to Peak (Tp)	=	3.33 (min)
Time of Base (Tb)	=	16.67 (min)
Volume	=	0.0 (ac-ft)
Shape Factor	=	484.00
Time Step:	=	2.00 (min)
Excess Rain	=	1.00 (in)
Lag Time	=	3.00 (min)

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.2389	98

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc)	=	5.00 (min)
----------------------------	---	------------

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	3.15 (in)
Return Period	=	2 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 14
Name: ROOF-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	1.07 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Flow Multiplier	=	1.00

WESTCOTT SITE SERVICES

[UNIT HYDROGRAPH INFORMATION]

Number = 5

[RAINFALL DESCRIPTION]

Distribution Type = SCS III
Total Precipitation = 4.55 (in)
Return Period = 10 (yr)
Storm Duration = 24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 15
Name: ROOF-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp) = 1.56 (cfs)
Time to Peak (Tp) = 724.00 (min)
Time of Base (Tb) = 1456.39 (min)
Volume = 0.1 (ac-ft)
Time Step = 2.00 (min)
Flow Multiplier = 1.00

[UNIT HYDROGRAPH INFORMATION]

Number = 5

[RAINFALL DESCRIPTION]

Distribution Type = SCS III
Total Precipitation = 6.58 (in)
Return Period = 100 (yr)
Storm Duration = 24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 16
Name: PCB-2yr (Flow to parking Lot catchbasin)
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp) = 0.88 (cfs)
Time to Peak (Tp) = 724.00 (min)
Time of Base (Tb) = 1456.39 (min)
Volume = 0.1 (ac-ft)
Time Step = 2.00 (min)
Flow Multiplier = 1.00

[UNIT HYDROGRAPH INFORMATION]

Number = 4
Type = SCS Curvilinear
Peak Flow (Qp) = 4.21 (cfs)
Time to Peak (Tp) = 3.33 (min)
Time of Base (Tb) = 16.67 (min)
Volume = 0.0 (ac-ft)
Shape Factor = 484.00
Time Step = 2.00 (min)
Excess Rain = 1.00 (in)
Lag Time = 3.00 (min)

WESTCOTT SITE SERVICES

[BASIN INFORMATION]

[WEIGHTED WATERSHED AREA]

Description	Area	CN
Overall Approximation	0.3092	94

[TIME CONCENTRATION -- User Defined]

Time of Concentration (Tc) = 5.00 (min)

[RAINFALL DESCRIPTION]

Distribution Type = SCS III
Total Precipitation = 3.15 (in)
Return Period = 2 (yr)
Storm Duration = 24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 17
Name: PCB-10yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp) = 1.32 (cfs)
Time to Peak (Tp) = 724.00 (min)
Time of Base (Tb) = 1456.39 (min)
Volume = 0.1 (ac-ft)
Time Step = 2.00 (min)
Flow Multiplier = 1.00

[UNIT HYDROGRAPH INFORMATION]

Number = 4

[RAINFALL DESCRIPTION]

Distribution Type = SCS III
Total Precipitation = 4.55 (in)
Return Period = 10 (yr)
Storm Duration = 24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 18
Name: PCB-100yr
Type: Computed Flood

[HYDROGRAPH INFORMATION]

Peak Flow (Qp) = 1.97 (cfs)
Time to Peak (Tp) = 724.00 (min)
Time of Base (Tb) = 1456.39 (min)
Volume = 0.1 (ac-ft)
Time Step = 2.00 (min)
Flow Multiplier = 1.00

[UNIT HYDROGRAPH INFORMATION]

Number = 4

WESTCOTT SITE SERVICES

[RAINFALL DESCRIPTION]

Distribution Type	=	SCS III
Total Precipitation	=	6.58 (in)
Return Period	=	100 (yr)
Storm Duration	=	24.00 (hr)

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 19
Name: Detention-2yr
Type: Reservoir: Storage Indication

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.46 (cfs)
Time to Peak (Tp)	=	732.00 (min)
Time of Base (Tb)	=	1452.00 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Peak Elevation	=	233.65 (ft)
Detention Time	=	NA

[RESERVOIR STRUCTURE INFORMATION]

Number	=	4
Name	=	10 Rtndo
Storage Type	=	User-Defined Volume
Maximum Storage	=	952.0000 (cu ft)
Maximum Discharge	=	6.10 (cfs)

[INFLOW HYDROGRAPH INFORMATION]

Number	=	16
Name	=	PCB-2yr
Peak Flow (Qp)	=	0.88 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Flow Multiplier	=	1.00

FLOOD HYDROGRAPH REPORT

Hydrograph Number: 20
Name: Detention-10yr
Type: Reservoir: Storage Indication

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.73 (cfs)
Time to Peak (Tp)	=	730.00 (min)
Time of Base (Tb)	=	1466.00 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Peak Elevation	=	234.93 (ft)
Detention Time	=	NA

WESTCOTT SITE SERVICES

[RESERVOIR STRUCTURE INFORMATION]

Number	=	4
Name	=	10 Rtndo
Storage Type	=	User-Defined Volume
Maximum Storage	=	952.0000 (cu ft)
Maximum Discharge	=	6.10 (cfs)

[INFLOW HYDROGRAPH INFORMATION]

Number	=	17
Name	=	PCB-10yr
Peak Flow (Qp)	=	1.32 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Flow Multiplier	=	1.00

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number:	21
Name:	Detention-100yr
Type:	Reservoir: Storage Indication

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	1.98 (cfs)
Time to Peak (Tp)	=	726.00 (min)
Time of Base (Tb)	=	1480.00 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)
Peak Elevation	=	236.06 (ft)
Detention Time	=	NA

[RESERVOIR STRUCTURE INFORMATION]

Number	=	4
Name	=	10 Rtndo
Storage Type	=	User-Defined Volume
Maximum Storage	=	952.0000 (cu ft)
Maximum Discharge	=	6.10 (cfs)

[INFLOW HYDROGRAPH INFORMATION]

Number	=	18
Name	=	PCB-100yr
Peak Flow (Qp)	=	1.97 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time of Base (Tb)	=	1456.39 (min)
Volume	=	0.1 (ac-ft)
Flow Multiplier	=	1.00

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====
Hydrograph Number: 22
Name: PSE-2yr
Type: Combined

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	0.65 (cfs)
Time to Peak (Tp)	=	726.00 (min)
Time of Base (Tb)	=	1452.00 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)

[COMBINED HYDROGRAPH RECORDS]

Hydrograph Number:10
Name: PS-2yr
Type: Computed Flood
Peak Flow (Qp) = 0.25 (cfs)
Time to Peak (Tp) = 724.00 (min)
Time Step = 2.00 (min)
Hydrograph Number:19
Name: Detention-2yr
Type: Reservoir: Storage Indication
Peak Flow (Qp) = 0.46 (cfs)
Time to Peak (Tp) = 732.00 (min)
Time Step = 2.00 (min)

FLOOD HYDROGRAPH REPORT

=====
Hydrograph Number: 23
Name: PSE-10yr
Type: Combined

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	1.10 (cfs)
Time to Peak (Tp)	=	726.00 (min)
Time of Base (Tb)	=	1466.00 (min)
Volume	=	0.1 (ac-ft)
Time Step	=	2.00 (min)

[COMBINED HYDROGRAPH RECORDS]

Hydrograph Number:20
Name: Detention-10yr
Type: Reservoir: Storage Indication
Peak Flow (Qp) = 0.73 (cfs)
Time to Peak (Tp) = 730.00 (min)
Time Step = 2.00 (min)
Hydrograph Number:11
Name: PS-10yr
Type: Computed Flood
Peak Flow (Qp) = 0.47 (cfs)
Time to Peak (Tp) = 724.00 (min)
Time Step = 2.00 (min)

WESTCOTT SITE SERVICES

FLOOD HYDROGRAPH REPORT

=====

Hydrograph Number: 24
Name: PSE-100yr
Type: Combined

[HYDROGRAPH INFORMATION]

Peak Flow (Qp)	=	2.72 (cfs)
Time to Peak (Tp)	=	726.00 (min)
Time of Base (Tb)	=	1480.00 (min)
Volume	=	0.2 (ac-ft)
Time Step	=	2.00 (min)

[COMBINED HYDROGRAPH RECORDS]

Hydrograph Number: 21

Name:	Detention-100yr	
Type:	Reservoir: Storage Indication	
Peak Flow (Qp)	=	1.98 (cfs)
Time to Peak (Tp)	=	726.00 (min)
Time Step	=	2.00 (min)

Hydrograph Number: 12

Name:	PS-100yr	
Type:	Computed Flood	
Peak Flow (Qp)	=	0.82 (cfs)
Time to Peak (Tp)	=	724.00 (min)
Time Step	=	2.00 (min)

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #10.

Submitted in compliance with Section 3.10 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Earth Removal Calculations

WESTCOTT SITE SERVICES

60 Prospect Street, Waltham MA

Date: 6/25/2008

Sheet_1___ of _1___

Project: Old High School Commons

WSS #: 6342

Subject: Earth Removal Calculations

Cut, including topsoil 945 cy

Fill, including topsoil 20 cy

Net: 925 cy cut

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #11.

Submitted in compliance with Section 3.11 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Water Balance Calculations

WESTCOTT SITE SERVICES

60 Prospect Street, Waltham MA

Date: 6/15/2008

Project: Acton Towne School

WSS #: 6342

ANNUAL WATER BALANCE CALCULATIONS

RUNOFF (CN)

EXISTING

CN	Area ac	Product CN x Area
94	0.2809	26.4046
77	0.6107	47.0239
76	0.2476	18.8176
74	0.1242	9.1908
Totals	1.26	101.44
CN =		80

RUNOFF (CN)

PROPOSED

CN	Area ac	Product CN x Area
94	0.5901	55.4694
79	0.1646	13.0034
77	0.1631	12.5587
74	0.3447	25.5078
Totals	1.26	106.54
CN =		84

Evapotranspiration:

*John R. Mather, "Use of the Climatic Water Budget to Estimate Streamflow"

Avg. Yearly Adj. Potential Evapotranspiration Approx. 25 in.

Average annual rainfall* 25 in. 114,343 cu. ft.

* "Hydrology for Engineers", Fig. 4-18

Potential Evapotranspiration: 24"
(northern N.E.)

Assume water holding capacity in root zone of soil
is 4".

Existing Condition:

Field capacity of soil, estimate as:

42,649 sq. ft. x .33 = 14,074 cu. ft.

Avg. Yearly Runoff 100,269 cu. ft.

Proposed Condition:

Field capacity of soil, estimate as:

29,180 sq. ft. x .33 = 9,630 cu. ft.

Avg. Yearly Runoff 104,713 cu. ft.*

(This will be reduced by the effect of the infiltration
chambers).

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #12.

Submitted in compliance with Section 3.12 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Subdivision – Not Applicable. This project does not involve a subdivision of land.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #13.

Submitted in compliance with Section 3.13 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Traffic Study – Not Required. This project is not likely to produce sufficient traffic, defined in the Rules and Regulations as an average of 400 additional trip ends per weekday...

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #14.

Submitted in compliance with Section 3.14 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Site Plan

Application Requirement	Application Name for Plan	Maugel Plan Number	Westcott Plan Number
3.14	Site Plan		C-1
3.14.1	Title Sheet		
3.14.2	Master Plan Sheet		N/A
3.14.3	Recordable Plan Sheet		N/A
3.14.4	Natural Features & Existing Conditions Plan Sheet		C-0
3.14.5	Site Development Plan Sheet		C-2, C-3
3.14.6	Plan & Profile Sheet		N/A
3.14.7	Construction Details Plan Sheet		C-5
3.14.8	Landscape Plan Sheet		C-4
3.14.9	Erosion & Sedimentation Control Plan Sheet		C-2
3.14.10	Architectural Floor & Elevations Plan Sheet		

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #15.

Submitted in compliance with Section 3.15 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Local Laws & Regulations; Non-Compliance

List of Requested Exceptions and Waivers

The Old High School Commons affordable housing project has applied for a Comprehensive Permit under the Rules and Regulations as set forth by the Acton Zoning Board of Appeals and, pursuant to the provisions of M.G.L. Chapter 40B. The proponent is requesting exceptions and waivers from certain zoning and other local regulations, as noted in the list that follows. All laws and regulations governing the project will be adhered to as required by Massachusetts' Law.

We also request that the Zoning Board of Appeals grant relief from any other zoning requirement or other applicable local rule, regulation, bylaw or policy which the Acton Zoning Board of Appeals determines to be applicable to the Project and which is not met by the current site plan or any subsequent site plans reflecting changes resulting from the Zoning Board of Appeals review of the Project.

Zoning Bylaw

Section 3.1 Provisions of Table of Principal Uses and Principal Use Definitions

Purpose: To allow multi-family dwelling in R-2 zoning district.

Section 6.5 Standard Parking Dimensional Regulations

Purpose: To allow ninety (90) parking spaces to be 9' X 18' and to allow 22' width of maneuvering aisle.

Section 6.7 Parking Lot Design Requirements

Purpose: To allow for less than required landscaping within the proposed parking lot.

Section 6.7.3 Access Driveways

Purpose: To allow for access driveway 22' wide.

Section 6.7.6 Perimeter Landscaping

Purpose: To allow for less than required perimeter landscaping.

Section 6.7.7 Interior Area Landscaping Requirements

Purpose: To allow for less than required interior area landscaping.

Rules and Regulations for Comprehensive Permits – Board of Appeals, Town of Acton

Section 1.4 Performance Guarantee

Purpose: To allow development of Project without posting a performance guarantee.

Section 3.2 Title Certification

Purpose: To allow development of Project without submission of title encumbrances.

Section 3.13 Traffic Study

Purpose: To allow development of Project without submission of a traffic study.

Fees

Pursuant to the herein Comprehensive Permit Application, a waiver from the following Application/Permit/Connection fees (as they may be applicable to the Project), is hereby requested:

1. Zoning Board of Appeals Application Fee
2. Building Permit Fees
3. Water Connection Fees
4. Sewer Connection Fees
5. And such other Application/Permit/Connection fees as may be applicable.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #16.

Submitted in compliance with Section 3.16 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Affordable Dwelling Units

**OLD HIGH SCHOOL COMMONS,
ACTON, MA.
AFFORDABLE HOUSING SUBSIDY PROGRAM DESCRIPTIONS**

The following are the program descriptions of the major affordable housing subsidy programs that will be used to finance the development:

Low Income Housing Tax Credit (LIHTC)

Program Description

The Low Income Housing Tax Credit is a federally authorized program that assists in the production and preservation of affordable rental housing for low-income families and individuals. The program supports a broad range of activities including acquisition, new construction, and rehabilitation of existing rental properties consistent with an annual Qualified Allocation Plan.

Eligible Applicants

For profit developers and non-profit developers.

Eligible Activities and Affordability Requirements

Tax credits can be used to support the acquisition and/or rehabilitation of existing structures for rental use, including distressed or failed properties, or the new construction of rental projects. Projects seeking tax credits must have a minimum of 8 tax credit-assisted units. The minimum term of affordability is thirty years.

All units receiving tax credit assistance must have 20% or more households earning no more than 50% of area median income or 40% or more households earning no more than 60% of the area median income. In addition, ten percent of the total units must be reserved for persons or families earning less than 30% of area median income. (Please see the additional program information below for a list of maximum rents and household incomes for your community.)

Funding Limits

The maximum tax credit award for a new assisted living project is \$500,000. The maximum for any other project is \$1,000,000. The maximum eligible basis per unit in tax credit developments is \$170,000 for preservation projects and \$175,000 for production projects.

Selection Criteria

-
- strength of overall concept
 - strength of development team
 - demonstrated need for project in the target neighborhood

-
- suitable site and design
 - appropriate scope of rehabilitation or construction
 - appropriate total development cost for properties included in proposal
 - financial viability of the project
 - degree of local support, including local funding commitments
 - evidence of readiness to proceed
 - evidence of satisfactory progress on projects previously funded with DHCD resources
 - incorporation of sustainable development
-

How to Apply

DHCD makes Low Income Housing Tax Credit funding available through a Notice of Funding Availability (NOFA), twice yearly. Applicants must complete and submit the One Stop Housing Application.

HOME Investment Partnerships Program (HOME)

Program Description

HOME is a federally funded program that assists in the production and preservation of affordable housing for low and moderate-income families and individuals. The program funds a broad range of activities including new construction, acquisition and rehabilitation of rental properties.

Eligible Applicants

For-profit developers, non-profit developers, non-profit organizations designated as Community Housing Development Organizations (CHDOs), and municipalities in cooperation with any of the above are eligible to apply for HOME funds.

Eligible Activities and Affordability Requirements

HOME funds can be used for the acquisition and/or rehabilitation of existing structures for rental use, including distressed or failed properties, or for the new construction of rental projects.

Projects seeking HOME funds must have a minimum of 5 HOME-assisted units. All units receiving HOME assistance must be occupied by households earning no more than 60% of the area median income. At least 20% of the HOME units must be affordable to households earning no more than 50% of area median income. (Please see the additional program information below for a list of maximum rents and household incomes for your community.)

Funding Limits

DHCD will award the lesser of \$750,000 per project and up to \$50,000 per HOME-assisted unit in HOME entitlement/consortium communities. In non-entitlement or non-consortium communities, the maximum award is up to \$65,000 per HOME-assisted unit, up to a per project maximum of

\$750,000. (Please see the additional program information below for a list of entitlement and consortium communities.)

A project located in a HOME entitlement/consortium community must include a matching commitment of local funds, or the application will not be scored. In general, preference will be given to applications with full match commitments.

Loan Terms

In general, DHCD HOME awards are structured as loans with 0% interest, and a 30-year deferred payment term. DHCD reserves the right to assign a higher rate of interest to any HOME loan. HOME loans to projects receiving allocations of Low Income Housing Tax Credits are made at the Applicable Federal Rate (or higher) as required by the Tax Credits program. All HOME loans are non-recourse and secured by a mortgage on the property.

Selection Criteria

-
- strength of overall concept
 - strength of development team
 - demonstrated need for project in the target neighborhood
 - suitable site and design
 - appropriate scope of rehabilitation or construction
 - appropriate total development cost for properties included in proposal
 - financial viability of the project
 - degree of local support, including local funding commitments
 - evidence of readiness to proceed
 - evidence of satisfactory progress on projects previously funded with DHCD resources
 - incorporation of smart growth and sustainable development principles
 - fair housing principles
-

How to Apply

DHCD makes HOME funding available through a Notice of Funding Availability (NOFA), twice yearly. Applicants must complete and submit the One Stop Housing Application.

Housing Stabilization Fund (HSF)

Program Description

The Housing Stabilization Fund (HSF) is a state funded bond program that assists in the production and preservation of affordable housing for low and moderate-income families and individuals.

Eligible Applicants

For profit developers, non-profit developers, local housing authorities and municipalities in cooperation with for-profit or non-profit developers are eligible to apply for HSF funds.

Eligible Activities and Affordability Requirements

HSF monies can be used for the acquisition and/or rehabilitation of existing structures for rental use, including distressed or failed properties, or for the new construction of rental projects. Projects seeking HSF funds must have a minimum of 5 HSF-assisted units. All units receiving HSF assistance must be occupied by households with incomes no greater than 80% of the area median income during the first 40 years. During years 41 through 50, HSF assisted units may be occupied by households with incomes no greater than 100% of area median income. Rents in HSF projects must conform to the high HOME rent schedule, U. S. Department of HUD Section 8 rental rates or other DHCD program rental rates. (Please see the additional program information below for a list of maximum rents and household incomes for your community.)

Funding Limits

DHCD will award the lesser of \$750,000 per project and up to \$50,000 per HSF-assisted unit in HOME entitlement/consortium communities. In non-entitlement or non-consortium communities, the maximum award is up to \$65,000 per HSF-assisted unit, up to a per project maximum of \$750,000. (Please see the additional program information below for a list of entitlement and consortium communities.)

Projects located in HOME entitlement or consortium communities must include a matching commitment of local funds, or the application will not be scored. In general, preference will be given to applications with full match commitments.

Loan Terms

In general, HSF monies are structured as a 50-year deferred payment loan at 0% interest. DHCD reserves the right to structure the loan with an interest rate above 0% to any HSF loan. In addition, projects receiving allocations of Low Income Housing Tax Credits in combination with HSF may be structured with an interest rate set at the Applicable Federal Rate (or higher) as required by the Tax Credits program. All HSF loans are non-recourse and secured by a mortgage on the property.

Selection Criteria

- strength of overall concept
 - strength of development team
 - demonstrated need for project in the target neighborhood
 - suitable site and design
 - appropriate scope of rehabilitation or construction
 - appropriate total development cost for properties included in proposal
 - financial viability of the project
 - degree of local support, including local funding commitments
 - evidence of readiness to proceed
 - evidence of satisfactory progress on projects previously funded with DHCD resources
 - certification in accordance with Executive Order 418
 - incorporation of sustainable development
-

How to Apply

DHCD makes HSF funding available through a Notice of Funding Availability (NOFA), twice yearly.

Applicants must complete and submit the One Stop Housing Application.

Affordable Housing Trust Fund

The Massachusetts Affordable Housing Trust Fund (AHTF) provides resources to create or preserve affordable housing throughout the state for households whose incomes are not more than 110% of median income. Funds are available for rental, home ownership and mixed-use projects as well as housing for the disabled and homeless, but may be applied only to the affordable units. AHTF funds are used primarily to support private housing projects that provide for the acquisition, construction or preservation of affordable housing. MassHousing and the Department of Housing and Community Development (DHCD) jointly administer AHTF.

In addition to the direct assistance provided, the AHTF has funds for other purposes:

- A total of \$2.5 million to fund pre-development activities, administered by the Community Economic Development Assistance Corporation (CEDAC)
- Up to \$5 million annually to support public housing modernization, administered by DHCD
- The AHTF receives money for and administers the Department of Mental Health Danvers State Hospital Housing Fund, which assists in the development of permanent housing for DMH clients in the DMH North East Area.

Who it's for

Eligible applicants include governmental subdivisions, community development corporations, local housing authorities, community action agencies, community-based or neighborhood-based

non-profit housing organizations, other non-profit organizations, for-profit entities, and private employers.

To be eligible, applicants must be current on all existing mortgage obligations with the Commonwealth or any of its subdivisions. Borrowers receiving AHTF money must be single-purpose entities except for projects sponsored by public housing authorities, in which case the sponsoring authority may be the borrower.

Program Details

AHTF funds may be used flexibly to ensure a project's financial feasibility. A wide range of financial assistance is available from the AHTF for projects that meet the funding criteria.

Types of assistance include

- Deferred payment loans
- Low- or no-interest amortizing loans
- Downpayment and closing cost assistance for first-time home buyers
- Credit enhancements and mortgage insurance guarantees
- Matching funds for municipalities that sponsor affordable housing projects
- Matching funds for employer-based housing

Funding threshold criteria include

- Consistency with the Commonwealth's Sustainable Development Principles
- Minimum term of affordability of 30 years
- Affordability of all AHTF units to households earning no more than 110% of area median income
- Financial feasibility. Preference shall be given to projects that are most likely to commence development in a timely manner upon approval of funding.

Funding preferences include projects/developments that

- Produce new affordable housing units
- Provide new affordability
- Create units affordable to households with a range of incomes, particularly units for households with incomes below 80% of area median income
- Include affordable units for families
- Include affordable units for the disabled and the homeless
- Propose the longest term of affordability
- Are sponsored by non-profit organizations
- Use private funding sources and non-state funding sources to leverage the least amount of AHTF funds

AHTF will make every effort to be responsive to the level of demand being generated by eligible applicants and to ensure a broad geographic spread of resources throughout the state.

Legal

MassDocs loan documents are used by Commonwealth subordinate funding programs for affordable rental projects, including the Affordable Housing Trust Fund.

The following are the current income limits for affordable rental housing in the Town of Acton:

	Household Size					
% AMI	1	2	3	4	5	6
30	18,050	20,600	23,200	25,750	27,800	29,850
50	30,050	34,300	38,600	42,900	46,350	49,750
60	36,060	41,160	46,320	51,480	55,620	59,700
80	46,300	52,950	59,550	66,150	71,450	76,750

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #17.

Submitted in compliance with Section 3.17 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Development Schedule

Old High School Commons, Acton, MA Development Schedule

COMPREHENSIVE PERMIT DEVELOPMENT SCHEDULE

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total
Projected completion date:	4 th quarter 2009					4 th quarter 2009
Number of affordable units:	14					14
Number of market units:	3					3
Subtotal by phase:	17					17

For the last development phase, or if only one development phase is proposed, suggest below a building permit schedule by which affordable units will be completed. Generally, the Board will allow a staggered completion of market rate and affordable units but requires the completion of all affordable units before the issuance of the last building permit(s) in the project.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #18.

Submitted in compliance with Section 3.18 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Unit Composition Schedule

Old High School Commons, Acton, MA
Unit Composition Schedule

COMPREHENSIVE PERMIT
UNIT COMPOSITION SCHEDULE

Type of unit		Number of units	Number of baths/unit	Gross Sq. Ft./unit (Ave.)	Unit sales price or monthly rent	Homeowner's association/condominium fee
1-bedroom	affordable	4	1	819	802	
	market rate	1	1	819	1009	
2-bedrooms	affordable	6	1	954	946	
	market rate	2	1	954	1164	
3-bedrooms	affordable	2	2	1493	1095	
	market rate				1402	
Studio	affordable	2	1	450	763	
	market rate				966	
5 or more bedrooms	affordable					
	market rate					
Totals		17	19	15,613		

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #19.

Submitted in compliance with Section 3.19 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Development Proforma

Section 3 SOURCES AND USES OF FUNDS

Sources of Funds

Private Equity:

81 .	Developer's Cash Equity	\$0
82 .	Tax Credit Equity (net amount) (See line 360, Section 5, page 18.)	\$2,613,938
83 .	Developer's Fee/Overhead, Contributed or Loaned	
84 .	Other Source: State Historic Tax Credit	\$654,742

Optional user calculations

LIHTC (9%)	1,631,826	
Federal HTC	982,112	
TOTAL Federal	2,613,938	
State HTC	654,742	
Total Equity	3,268,680	

Public Equity:

85 .	HOME Funds, as Grant	\$
86 .	Grant: Town of Acton Housing Gift Fund	\$150,000
87 .	Grant:	\$
88 .	Total Public Equity	\$150,000

Subordinate Debt (see definition):

	Amount	Rate	Amortiz.	Term
89 .	Home Funds-DHCD, as Subordinate Debt	\$715,000	0.00%	25
	Source:			
90 .	Home Funds-Local, as Subordinate Debt	\$0 %	yrs.	yrs.
	Source:			
91 .	Subordinate Debt	\$700,000	0.00%	25
	Source: AHTF			
92 .	Subordinate Debt	\$0 %	yrs.	yrs.
	Source:			
93 .	Subordinate Debt	%	yrs.	yrs.
	Source:			
94 .	Total Subordinate Debt	\$1,415,000		

Permanent Debt (Senior):

	MHFA	MHFA Program 1	\$	%	%	yrs.	yrs.	%
96 .	MHFA	MHFA Program 2	\$	%	%	yrs.	yrs.	%
97 .	MHP Fund Permanent Loan		\$650,000	6.50%		30.00	20.00	%
98 .	Other Permanent Senior Mortgage		\$	%		yrs.	yrs.	%
	Source:							
99 .	Other Permanent Senior Mortgage		\$	%		yrs.	yrs.	%
	Source:							
100 .	Total Permanent Senior Debt		\$650,000					
101 .	Total Permanent Sources		\$5,483,680					

Construction Period Financing:

	Amount	Rate	Term
102 .	Construction Loan	\$650,000	7.50% 12.0
	Source: MHIC		
	Repaid at: Bond closing	(event)	
103 .	Other Interim Loan		
	Source:		
	Repaid at:	(event)	
104 .	Syndication Bridge Loan	\$2,863,076	7.50% 12.0
	Source: MHIC		
	Repaid at: Lease up	(event)	

Uses of Funds

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

Direct Construction:

105 . Who prepared the estimates? Jim Fabri, JM Coull, Inc.

Name Signature

1 . Basis for estimates? Conceptual, site observations, discussions with selected subcontractors

	DV	Trade Item	Amount	Description
107 .	3	Concrete	\$35,000	Sidewalks and Trench Infill
108 .	4	Masonry	\$61,000	Exterior Masonry Restoration
109 .	5	Metals	\$75,000	Misc. iron, stair rails
110 .	6	Rough Carpentry	\$10,000	Wood blocking & carpentry
111 .	6	Finish Carpentry	\$140,000	Millwork
112 .	7	Waterproofing	\$30,000	
113 .	7	Insulation	\$0	Thermal Insulation Carried with Drywall
114 .	7	Roofing	\$85,000	
115 .	7	Sheet Metal and Flashing	\$0	
116 .	7	Exterior Siding	\$0	
117 .	8	Doors	\$115,000	Interior doors, frames and hardware
118 .	8	Windows	\$350,000	Replace windows
119 .	8	Glass	\$35,000	Entry frames doors and hardware
120 .	9	Lath & Plaster	\$0	
121 .	9	Drywall	\$275,000	Drywall and insulation
122 .	9	Tile Work	\$0	
123 .	9	Acoustical	\$0	
124 .	9	Wood Flooring	\$0	
125 .	9	Resilient Flooring	\$45,000	
126 .	9	Carpet	\$50,000	
127 .	9	Paint & Decorating	\$110,000	
128 .	10	Specialties	\$8,000	Toilet accessories
129 .	11	Special Equipment	\$0	
130 .	11	Cabinets	\$5,000	Fire extinguisher cabinets
131 .	11	Appliances	\$85,000	Appliances
	12	Blinds & Shades	\$25,000	
	13	Modular/Manufactured	\$0	
134 .	13	Special Construction	\$0	
135 .	14	Elevators or Conveying Syst.	\$90,000	
136 .	15	Plumbing & Hot Water	\$190,000	
137 .	15	Heat & Ventilation	\$70,000	
138 .	15	Air Conditioning	\$70,000	
139 .	15	Fire Protection	\$40,000	
140 .	16	Electrical	\$200,000	
141 .		Accessory Buildings	\$0	
142 .		Other/misc	\$0	
143 .		Subtotal Structural	\$2,199,000	
144 .	2	Earth Work	\$132,298	
145 .	2	Site Utilities	\$0	with earth work
146 .	2	Roads & Walks	\$0	with earth work
147 .	2	Site Improvement	\$50,000	Site Fencing
148 .	2	Lawns & Planting	\$40,000	
149 .	2	Geotechnical Conditions	\$0	
150 .	2	Environmental Remediation	\$50,000	
151 .	2	Demolition	\$100,000	
152 .	2	Unusual Site Cond	\$148,000	Sewer Betterment Fee
153 .		Subtotal Site Work	\$520,298	
154 .		Total Improvements	\$2,719,298	
155 .	1	General Conditions	\$163,158	Gen.Cond., bldg. Prmt., management, insurance, bond @6%
156 .		Subtotal	\$2,882,456	
157 .	1	Builders Overhead	\$54,386	2%
158 .	1	Builders Profit	\$163,158	6%
159 .		TOTAL	\$3,100,000	

160 . Total Cost/square foot: \$147.23 Residential Cost/s.f.: \$147.23

Development Budget:

	Total	Residential	Commercial	Comments
161 . Acquisition: Land	\$0	\$0	\$0	
162 . Acquisition: Building	\$27,500	\$27,500		Lease Payment
Acquisition Subtotal	\$27,500	\$27,500	\$0	
164 . Direct Construction Budget	\$3,100,000	\$3,100,000		(from line 159)
165 . Construction Contingency	\$310,000	\$310,000		10.0% of construction
166 . Subtotal: Construction	\$3,410,000	\$3,410,000	\$0	

General Development Costs:

167 . Architecture & Engineering	\$190,500	\$190,500		Architect, civil, site, structural, MEP
168 . Survey and Permits	\$29,200	\$29,200		Permits, ALTA Survey
169 . Clerk of the Works	\$30,000	\$30,000		
170 . Environmental Engineer	\$5,000	\$5,000		
171 . Bond Premium	\$0	\$0		In insurance
172 . Legal	\$175,000	\$175,000		Bond counsel, Lender, Borrower counsel
173 . Title and Recording	\$25,000	\$25,000		Includes title updates during construction.
174 . Accounting & Cost Cert.	\$25,000	\$25,000		
175 . Marketing and Rent Up	\$60,000	\$60,000		
176 . Real Estate Taxes	\$5,000	\$5,000		
177 . Insurance	\$50,000	\$50,000		
178 . Relocation	\$0	\$0		
179 . Appraisal	\$25,000	\$25,000		Includes market study
180 . Security	\$10,000	\$10,000		Includes fencing
181 . Construction Loan Interest	\$200,000	\$200,000		Assumes HOME & AHTF not available until 9/09
182 . Inspecting Engineer	\$15,000	\$15,000		Lender & investor
183 . Fees to: MHP	\$6,500	\$6,500		
184 . Fees to: MHIC	\$6,500	\$6,500		
185 . MIP	\$10,000	\$10,000		Borrower's funded escrow at MHP
186 . Credit Enhancement Fees	\$0	\$0		
187 . Letter of Credit Fees	\$0	\$0		
Other Financing Fees	\$0	\$0		
Development Consultant	\$68,000	\$68,000		Tax credit syndication and historic consultants
190 . Other: Issuance	\$100,000	\$100,000		Includes LIHTC, financing, local zoning, etc.
191 . Other: Utility Conn	\$150,000	\$150,000		Town of Acton utility connection fee
192 . Soft Cost Contingency	\$124,432	\$124,432		10.0% of soft costs
193 . Subtotal: Gen. Dev.	\$1,310,132	\$1,310,132	\$0	
194 . Subtotal: Acquis., Const and Gen. Dev.	\$4,747,632	\$4,747,632	\$0	
195 . Capitalized Reserves	\$136,746	\$136,746		Assumes \$75,000 for leaseup and \$61,746 for operating
196 . Developer Overhead	\$299,651	\$299,651		
197 . Developer Fee	\$299,651	\$299,651		
198 . Total Development Cost	\$5,483,680	\$5,483,680	\$0	TDC per unit \$322,569
199 . TDC, Net	\$5,346,934	\$5,346,934	\$0	TDC, Net per unit \$314,526

Additional Detail on Development Pro-Forma:

200 . Gross Syndication Investment

Off-Budget Costs:**Syndication Costs:**

201 . Syndication Legal

\$30,000

202 . Syndication Fees

\$25,000

203 . Syndication Consultants

\$50,000

204 . Bridge Financing Costs

\$12,000

205 . Investor Servicing (capitalized)

206 . Other Syndication Expenses

207 . Total Syndication Expense

\$117,000

208 . Current Reserve Balance

Reserves (capitalized):

209 . Development Reserves

210 . Initial Rent-Up Reserves

\$75,000

211 . Operating Reserves

212 . Net Worth Account

213 . Other Capitalized Reserves

\$61,746

214 . Subtotal: Capitalized Reserves

\$136,746

215 . Letter of Credit Requirements

216 . Total of the Above

\$136,746

Check: Line 214 is the same as line 195.

Please Answer The Following	Dev. Reserves	Initial Rent-Up	Op. Reserves	Net Worth	Other	Letter of Credit
Who requires the reserves?					Lender	
Who administers the reserves?					Lender	
When and how are they used?					Project shortfalls	
Under what circumstances can they be released?					none	

Unit Sales (For Sale Projects Only):

217 . Gross Sales From Units

\$

218 . Cost of Sales (Commissions, etc.)

\$

219 . Net Receipt from Sales

\$0

Debt Service Requirements:

220 . Minimum Debt Service Coverage

1.15

221 . Is this Project subject to HUD Subsidy Layering Review?

Yes

Optional user comments

C: Cost Analysis

(I) Total Building Floor Area (gross):	<u>21,056</u> square feet
(J) Residential Construction Cost per Square Foot (d/l):	\$ <u>260.43</u>
(K) Total Hard Costs per Square Foot (g/l):	\$ <u>161.95</u>
(L) Total Development Costs per Square Foot (z/l):	\$ <u>260.43</u>
(M) Sales per Square Foot (C/l): (Do not include proceeds from public grants)	\$ <u>N/A</u>

D: Construction Lender

Attach a signed letter of interest from at least one construction lender.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #21.

Submitted in compliance with Section 3.21 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Developer Information

EXHIBIT 25:

Owner/Developer/Consultant's Profile

Exhibit 25 consists of four forms. While only one, Form 25A should be submitted by the team members as a whole, Forms 25B, 25C, and 25D must be submitted by each of the development team members listed below:

- 1.) Owner/Mortgagor (corporate or individual general partners of the mortgagor entity)
- 2.) Developer/Sponsor
- 3.) Development Consultant (if applicable)

Again, the latter three forms must be completed by each of the above in order that a proposal's development team review may proceed. Please read all instructions carefully.

Resumes are no longer required, but may be included in the application should you so choose. Resumes will not be reviewed in lieu of the Exhibit 25 forms. It is essential and to your advantage that the forms capture all the information you wish to provide.

NARRATIVE

Please note that the Owner Mortgagor shall be a single purpose entity formed only for this project. Its general partner or manager will be the Developer Sponsor, Common Ground Development Corporation. For the purposes of this form, Common Ground's parent organization is identified as the Development Consultant in that its housing, property management and administrative – financial management staff will be performing certain functions.

Common Ground will serve as the Developer and will form a related entity to acquire and hold the property. Common Ground will assign the following staff to the Acton project:

- Steven Joncas, VP/CEO, Common Ground Development Corporation
Mr. Joncas reports directly to the CGDC Board of Directors. He will serve as Development Manager responsible for project planning, assessing feasibility, obtaining permits, securing financing, managing the design and construction process and overseeing marketing and lease up. Mr. Joncas has over 30 year of experience private and public sector development experience.

- **Thomas Galligani, Vice President, Common Ground Development Corporation**
Mr. Galligani reports to the VP/CEO. His responsibilities include tracking the project schedule to assure adherence to project milestones, identifying and applying to various funding sources to enhance the project's affordability and coordinating the CGDC and CTI team member efforts to develop, market and manage the Acton Project

Resumes of Messrs. Joncas and Galligani are attached.

Development Experience and of Current Projects

Common Ground Development Corporation recently completed 15 units of mixed-income housing in collaboration with the Town of Westford. Currently, Common Ground has 20 units affordable housing either planned or under construction in Lowell, with a mix of rental and homeownership units.

- **Residences at Stony Brook, Westford, Massachusetts – Suburban Rental Pilot Program**
CGDC recently completed the development of fifteen rental residences in Westford. The \$3.4 million project is a prime example of forging successful partnerships with the multiple parties necessary to produce quality rental housing. The town of Westford initiated the effort with the Massachusetts Housing Partnership (MHP) securing designation as one of four projects under the SRPP, a MHP program designed to illustrate how to construct affordable rental housing in suburban communities. The project received Section 8 and HOME funding from DHCD, loans from MHIC and MHP and Community Preservation Act funds from Westford. Structured as a long term land lease, all fifteen units are rent restricted. Five are at below 50% of AMI, 5 at or below 60% of AMI and the remaining 5 are at or below 100% of AMI.
- **Affordable Housing Collaboration: City of Lowell Division of Planning and Development**
Common Ground has continued a partnership with the City of Lowell that will lead to the development of 20 units of affordable housing. The partnership includes the creation of both rental housing and units for first-time homebuyers, new construction and historic rehabilitation. Common Ground has become a valued resource for the City of Lowell, which the city uses to develop solutions for their affordable housing issues. Common Ground's most recent collaborations with the City of Lowell include:
- **205 Worthen Street, Lowell MA**
Common Ground purchased a blighted former rooming house and is in the process of completely rehabilitating the property to create three condominium units. The building was long-targeted by the City for acquisition as part of the ambitious Acre

Neighborhood Urban Revitalization and Development Plan. Common Ground stepped in, working with the support of the City, and developed a plan to restore the historic structure into three units of affordable housing for first-time homebuyers. Common Ground is utilizing HOME funds from the City to subsidize the purchase price of the units.

- **Lowell Duplexes**

Common Ground recently acquired vacant lots on two separate sites from the City of Lowell. In collaboration with the CTI Youthbuild program, a new duplex will be constructed on each site. Utilizing funding from the City of Lowell and assistance from the Lowell Housing Authority, each building will be sold to a first-time homebuyer earning 80% of Area Median Income. The new owner will rent the other unit to a family earning 50% of the Area Median Income. The new housing will also help to stabilize each neighborhood by transforming long-vacant lots into taxable, productive and affordable housing for first time homebuyers.

- **Pawtucket House/ Millie's Place, Lowell MA**

Common Ground is managing the acquisition and rehabilitation of an existing family shelter located at 360 Pawtucket Street in Lowell, MA. Common Ground's parent agency, CTI, has been operating this shelter under contract with the Massachusetts Department of Transitional Assistance since 1983. The project, the recipient of a \$411,000 Housing Innovations Fund award from DHCD, includes site-grading, replacing the heating system, roof, porches and building handicapped access improvements. The project will be completed in the Fall of 2006.

- **Merrimack House, Lowell MA**

Common Ground is developing a shelter for six homeless families at 767 Merrimack Street in Lowell, MA. The project involves the relocation of tenants from Milly's Place, renovations including siding, new handicapped access bathroom and ramp, fire sprinkler system, and VCT flooring. CTI will own and manage the property under a revolving contract with the Mass DTA. The project was completed in March of 2006.

Community Teamwork, Inc. (CTI)

CTI staff also will serve as integral members of the Development Team for the Acton Project. Key personnel will be available on a daily basis to supplement Common Ground's capacity. CTI staff members include, among others, Bill Lipchitz, CTI's Deputy Executive Director, Michael McDonough, Associate Executive Director for Property and Energy Services, and Ed Cameron, Associate Executive Director for Housing and Homeless Services. Each of their resumes is attached.

CTI has over forty years of experience managing programs which help to improve self sufficiency of individuals in the Greater Lowell area. While the organization's capacity is vast, much of its work focuses upon implementing housing programs. Specific capacities that CTI will provide for the Acton Project include:

- **Source of Financial Resources:** As the parent organization of CGDC, CTI will provide necessary at risk financial resources for predevelopment costs related to project due diligence costs including planning, design, engineering, site assessments and evaluation of the property's suitability for construction. In addition, CTI has provided lending sources with the financial capacity to address their underwriting requirements for project loans.
- **Administrative/Accounting:** CTI staff will be responsible for financial accounting, managing project requisitions to lending sources for payments to the contractors, and related record keeping.
- **Affordable Housing Compliance:** Each of the below market units will be sold to buyers who meet certain income restrictions. The goal is to assure that the units remain affordable in perpetuity. CTI staff will perform the administrative function of monitoring the future resale of units to ensure compliance with affordable housing deed restrictions designed to keep the housing affordable into the future. CTI is experienced in administering housing affordability covenants. It performs this function on behalf of the Commonwealth's Department of Housing and Community Development.
- **Marketing of Affordable and Market Rate Housing Units:** CTI will oversee the marketing of the affordable units, including outreach to identify eligible renters and conduct a lottery for the affordable units. CTI has conducted lotteries in the past, including processes which offered a local preference pool for residents, town employees and former residents.
- **Property Management:** CTI's property management group consists of eight staff members including the Associate Executive Director, two rental property managers, and five maintenance and custodial staff. The property management group will be responsible for management of the units. CTI staff will perform certain management functions directly and oversee service providers performing such functions as rubbish removal, landscaping, snow plowing among others.

STEVEN JONCAS

Joncas Associates, Inc.
133 Market Street
Lowell, Massachusetts 01852
Office 978 452-3956 – Cell 978 265-7592
s.joncas@att.net

2000-
Present

Joncas Associates, Inc.

Lowell, Mass.

Principal

- Established a consulting firm to assist clients with all aspects of real estate and government relations including development, feasibility, permitting, financing and project management. Real estate assignments include assisting with the permitting and financing of a \$25 million redevelopment of the historic Lawrence Mills complex in Lowell for housing and commercial uses, providing technical assistance in the development of a 120 acre industrial park in central Massachusetts, locating industrial land and assisting with predevelopment tasks for a 200,000 SF manufacturing facility, serving as a project manager for a non profit developer of a \$2.8 million 15 unit affordable housing project and two homeless shelters, conducting retail feasibility studies. Government relations assignments include assisting firms with selling to the federal government and securing appropriations for defense related research and development.

1995- 2000

Massachusetts Development Finance Agency

Boston, Mass.

Managing Director of Real Estate Development

- Responsible for management of professional staff and real estate projects throughout Massachusetts including development of affordable housing, industrial parks, reuse of superfund/brownfields sites, redevelopment of existing buildings and new construction projects most notably the conversion of 4500 acres at the former Fort Devens to civilian use and the \$217 million mixed-use redevelopment of 100 Cambridge Street, Boston. Completed numerous transactions and utilized extensive experience to achieve agency economic and job creation goals.

1993-1995

Office of Congressman Martin T. Meehan

Washington, DC

Chief of Staff

- Managed 16-member Washington and district office staff
- Directed economic development efforts to assist local officials, nonprofit corporations and private firms
- Advised member and staff on legislative issues, strategy and communications
- Supervised administration of salary, office expense and franking accounts
- Realized significant accomplishments in grantsmanship, incentive financing for real estate and government procurement

-
- 1985-1992** **Lowell Development Associates** **Lowell, Mass.**
Managing General Partner
- Directed commercial real estate partnership including acquisitions, financing, sales and leases, zoning, environmental and other regulatory requirements
 - Developed 70-acre industrial park including five land transactions totaling \$4.5 million and the construction and leasing of a \$5 million, 110,000 SF distribution center
 - Led acquisition negotiations and permitting for proposed 700,000 SF mixed use project and secured land options and oversaw master plan for 440 unit housing development
 - Managed partners interests and participated in planning and permitting a proposed \$100 million 120 megawatt cogeneration facility
- 1982-1985** **Lowell Plan Inc.** **Lowell, Mass.**
And Lowell Development and Financial Corp.
Executive Director
- Served as first director of two non-profit economic development corporations
 - Administered \$12 million revolving loan program and coordinated \$2 million fundraising effort
 - Assisted with implementing a \$50 million downtown redevelopment plan
 - Initiated print and television marketing campaign
- 1979-1982** **Office of Senator Paul E. Tsongas** **Boston, Mass.**
State Manager and Director of Economic Development
- Directed 20-member Massachusetts office with responsibility for economic development, press, scheduling, constituent services and liaison with local, state and federal government officials
- 1975-1978** **Office of Congressman Paul E. Tsongas** **Lowell, Mass.**
District Director and Director of Economic Development
- Assigned grantsmanship, housing, public works and business financing tasks
- 1972-1974** **City Development Authority** **Lowell, Mass.**
Assistant Planner
- Performed various planning and community development functions
- Education** **Northeastern University** **Boston, Mass.**
Bachelor of Arts, Political Science
- References** Available upon request.

**OLD HIGH SCHOOL COMMONS
COMMON GROUND DEVELOPMENT CORP.
COMPREHENSIVE PERMIT APPLICATION**

APPLICATION TAB #22.

Submitted in compliance with Section 3.22 of the Rules and Regulations for Comprehensive Permits, Board of Appeals, Town of Acton, adopted May 17, 2004:

- Local Needs

Department of Housing and Community Development
Chapter 40B Subsidized Housing Inventory (SHI)
as of July 3, 2008*

Community	2000 Census Year Round Housing Units	Total Development Units	Total SHI Units	Percent SHI Units
Abington	5,332	470	458	8.6%
Acton	7,645	717	501	6.6%
Acushnet	3,879	117	87	2.2%
Adams	4,352	332	332	7.6%
Agawam	11,588	498	466	4.0%
Alford	173	0	0	0.0%
Amesbury	6,570	853	729	11.1%
Amherst	9,020	1,111	1,016	11.3%
Andover	11,513	1,310	1,027	8.9%
Aquinnah	155	41	41	26.5%
Arlington	19,358	1,253	1,071	5.5%
Ashburnham	1,997	146	61	3.1%
Ashby	1,000	0	0	0.0%
Ashfield	770	2	2	0.3%
Ashland	5,781	264	248	4.3%
Athol	4,775	250	250	5.2%
Attleboro	16,519	1,225	1,225	7.4%
Auburn	6,551	216	216	3.3%
Avon	1,737	74	74	4.3%
Ayer	3,141	346	271	8.6%
Barnstable	20,266	1,757	1,369	6.8%
Barre	1,981	82	82	4.1%
Becket	739	0	0	0.0%
Bedford	4,692	973	857	18.3%
Belchertown	5,002	232	206	4.1%
Bellingham	5,632	582	532	9.4%
Belmont	9,936	321	321	3.2%
Berkley	1,870	130	15	0.8%
Berlin	891	182	68	7.6%
Bernardston	862	24	24	2.8%
Beverly	16,150	1,898	1,859	11.5%
Billerica	13,055	1,020	649	5.0%
Blackstone	3,321	165	123	3.7%
Blandford	472	2	2	0.4%
Bolton	1,472	186	49	3.3%
Boston	250,367	50,579	49,759	19.9%
Bourne	7,787	1,187	624	8.0%
Boxborough	1,900	323	268	14.1%
Boxford	2,602	60	19	0.7%